## \*\* WARNING \*\* WARNING \*\* WARNING \*\* This document is intended for informational purposes only.

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Note: Addenda information is NOT included with the electronic documents available via electronic file transfer. Only bidder or non-bidder package holders listed with the Caltrans Plans and Bid Documents section as described above will receive addenda information.



## STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

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## NOTICE TO CONTRACTORS AND

## SPECIAL PROVISIONS

#### FOR CONSTRUCTION ON STATE HIGHWAY IN

SACRAMENTO AND YOLO COUNTIES AT VARIOUS LOCATIONS

DISTRICT 03 ROUTES 5 50 51 80 00

DISTRICT 03, ROCTES 3,50,51,60,77			

For Use in Connection with Standard Specifications Dated JULY 1999, Standard Plans Dated JULY 1999, and Labor Surcharge and Equipment Rental Rates.

CONTRACT NO. 03-385704 03-Sac, Yol-5,50,51,80,99-Var Federal Aid Project ACIM-000C(211)E ACSTP-000C(212)E

Bids Open: July 11, 2000 Dated: June 5, 2000

**OSD** 

# IMPORTANT SPECIAL NOTICES

Attention is directed to the Notice to Contractor and Section 1, "Plans and Specifications," of the special provisions
regarding references to the District and District Director's Office. The Office of the District Director for the
Northern Region is located at Marysville.

The Special Provisions for Federal-aid projects (with and without DBE goals) have been revised to incorporate changes made by new regulations governing the DBE Program (49 CFR Part 26).

Sections 2 and 5 incorporate the changes. Bidders should read these sections to become familiar with them. Attention is directed to the following significant changes:

Section 2, "Disadvantaged Business Enterprise (DBE)" revises the counting of participation by DBE primes, and the counting of trucking performed by DBE firms. The section also revises the information that must be submitted to the Department in order to receive credit for trucking.

Section 2, "Submission of DBE Information" revises the information required to be submitted to the Department to receive credit toward the DBE goal. It also revises the criteria to demonstrate good faith efforts.

Section 5, "Subcontractor and DBE Records" revises the information required to be reported at the end of the project, and information related to trucking that must be submitted throughout the project.

Section 5, "DBE Certification Status" adds new reporting requirements related to DBE certification.

Section 5, "Subcontracting" describes the efforts that must be made in the event a DBE subcontractor is terminated or fails to complete its work for any reason.

Section 5, "Prompt Progress Payment to Subcontractors" requires prompt payment to all subcontractors.

Section 5, "Prompt Payment of Withheld Funds to Subcontractors" requires the prompt payment of retention to all subcontractors.

#### SURETY 2000

Caltrans is conducting a pilot program in cooperation with Surety 2000, to test electronic bond verification systems. The purpose of the pilot program is to test the use of Surety 2000 for verifying a bidder's bond electronically.

Surety 2000 is an Internet-based surety verification and security system, developed in conjunction with the surety industry. Surety agents may contact Surety 2000 at 1-800-660-3263.

Bidders are encouraged to participate in the pilot program. To participate, the bidder is asked to provide the "Authorization Code" provided by Surety 2000, on a separate sheet, together with the standard bidder's bond required by the specifications. The bidder's surety agent may obtain the "Authorization Code" from Surety 2000.

The Department will use the "Authorization Code" to access the Surety 2000 database, and independently verify the actual bidder's bond and document the functioning of the Surety 2000 system.

"Authorization Codes" will be used only to verify bidder's bonds, and only as part of the pilot program. The use of "Authorization Codes" will not be accepted in lieu of the bidder's bond or other bidder's security required in the specifications during the pilot study.

The function of the Surety 2000 system is to provide an easier way for Contractors to protect their bid security, and to discourage fraud. This system is available to all California admitted sureties and surety agents.

The results of the pilot study will be tabulated, and at some time in the future, the Department may consider accepting electronic bidder's bond verification in lieu of the bidder's bond specified.

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### STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Revised Standard Plans (RSP) and New Standard Plans (NSP) which apply to this contract are included as individual sheets of the project plans.

A10A	Abbreviations
A10B	Symbols
A62A	Excavation and Backfill - Miscellaneous Details
A73A	Object Markers
A73B	Markers
A73C	Delineators, Channelizers and Barricades
A77A	Metal Beam Guard Railing – Typical Wood Post With Wood Block
A77B	Metal Beam Guard Railing - Standard Hardware
A77C	Metal Beam Guard Railing - Wood Post and Wood Block Details
A77E	Metal Beam Guard Railing – Typical Layouts
A77F	Metal Beam Guard Railing - Typical Embankment Widening for End Treatments
A77G	Metal Beam Guard Railing – End Treatment, Terminal Anchor Assembly (Type SFT)
A77J	Metal Beam Guard Railing Connections to Bridge Railings, Retaining Walls and
	Abutments
A77L	Metal Beam Guard Railing and Single Faced Barrier Railing - End Treatment
A78A	Thrie Beam Barrier - Typical Wood Post With Wood Block
A78C	Thrie Beam Barrier – Posts, Blocks and Standard Hardware Details
A78D	Thrie Beam Barrier - Miscellaneous Details
A78E	Single Thrie Beam Barrier - End Treatments
A85	Chain Link Fence
A86	Barbed Wire and Wire Mesh Fences
H8	Planting and Irrigation Details
T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3	Temporary Railing (Type K)
T10	Traffic Control System for Lane Closure On Freeways and Expressways
T14	Traffic Control System for Ramp Closure
RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
S2	Overhead Signs - Truss, Single Post Type - Post Types II Thru VII
S4	Overhead Signs - Truss, Single Post Type - Structural Frame Members
S6	Overhead Signs - Truss, Structural Frame Details
S7	Overhead Signs -Truss, Frame Juncture Details
S9	Overhead Signs - Walkway Details No. 1
S10	Overhead Signs - Walkway Details No. 2
S11	Overhead Signs - Walkway Safety Railing Details
S13	Overhead Signs - Truss, Pile Foundation
ES-1A	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-1B	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-2A	Signal, Lighting and Electrical Systems - Service Equipment
ES-2C	Signal, Lighting and Electrical Systems - Service Equipment Notes, Type III Series

ES-2D	Signal, Lighting and Electrical Systems - Service Equipment and Typical Wiring Diagram Type III-A Series
ES-3B	Signal, Lighting and Electrical Systems - Controller Cabinet Details
ES-3D	Signal, Lighting and Electrical Systems - Telephone Demarcation Cabinet Details, Type A
ES-4B	Signal, Lighting and Electrical Systems - Signal Heads and Mountings
ES-4C	Signal, Lighting and Electrical Systems - Signal Heads and Mountings
ES-5E	Signal, Lighting and Electrical Systems - Detectors
ES-7E	Signal and Lighting Standards - Case 3 Arm Loading, Wind Velocity = 129 km/h, Arm
	Lengths 6.1 m to 13.7 m
ES-8	Signal, Lighting and Electrical Systems - Pull Box Details
ES-11	Signal, Lighting and Electrical Systems - Foundation Installations
ES-13A	Signal, Lighting and Electrical Systems - Splicing Details
ES-13B	Signal, Lighting and Electrical Systems - Wiring Details and Fuse Ratings
ES-14A	Signal, Lighting and Electrical Systems - Extinguishable Message Sign, 250 mm Letters
ES-14B	Signal, Lighting and Electrical Systems - Extinguishable Message Sign, 250 mm Letters
ES-14C	Signal, Lighting and Electrical Systems - Extinguishable Message Sign and Flashing
	Beacons
ES-16A	Closed Circuit Television Pole Details

#### DEPARTMENT OF TRANSPORTATION

#### NOTICE TO CONTRACTORS

CONTRACT NO. 03-385704 03-Sac, Yol-5,50,51,80,99-Var

Sealed proposals for the work shown on the plans entitled:

## STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR CONSTRUCTION ON STATE HIGHWAY IN SACRAMENTO AND YOLO COUNTIES AT VARIOUS LOCATIONS

will be received at the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, CA 95814, until 2 o'clock p.m. on July 11, 2000, at which time they will be publicly opened and read in Room 0100 at the same address. Proposal forms for this work are included in a separate book entitled:

## STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR CONSTRUCTION ON STATE HIGHWAY IN SACRAMENTO AND YOLO COUNTIES AT VARIOUS LOCATIONS

General work description: INSTALL FROST/ICE, FOG DETECTION AND WARNING SYSTEMS.

This project has a goal of 6 percent disadvantaged business enterprise (DBE) participation. No prebid meeting is scheduled for this project.

## THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license or a combination of any of the following Class C licenses which constitutes a majority of the work: C-10, C-7.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

The District in which the work for this project is located has been incorporated into the Department's Northern Region. References in the Standard Specifications or in the special provisions to the district shall be deemed to mean the Northern Region. The office of the District Director for the Northern Region is located at Marysville.

Project plans, special provisions, and proposal forms for bidding this project can only be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, MS #26, Transportation Building, 1120 N Street, Sacramento, California 95814, FAX No. (916) 654-7028, Telephone No. (916) 654-4490. Use FAX orders to expedite orders for project plans, special provisions and proposal forms. FAX orders must include credit card charge number, card expiration date and authorizing signature. Project plans, special provisions, and proposal forms may be seen at the above Department of Transportation office and at the offices of the District Directors of Transportation at Irvine, Oakland, and the district in which the work is situated. Standard Specifications are available through the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone No. (916) 445-3520.

Cross sections for this project are not available.

The successful bidder shall furnish a payment bond and a performance bond.

The Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated, and available from the California Department of Industrial Relations' Internet Web Site at: http://www.dir.ca.gov. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the books entitled "Proposal and Contract." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

DEPARTMENT OF TRANSPORTATION

**Deputy Director Transportation Engineering** 

Dated June 5, 2000

MN

#### COPY OF ENGINEER'S ESTIMATE

#### (NOT TO BE USED FOR BIDDING PURPOSES)

#### 03-385704

Item	Item Code	Item	Unit of Measure	Estimated Quantity
1	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
2	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM
3	128650	PORTABLE CHANGEABLE MESSAGE SIGN	LS	LUMP SUM
4	153531	ACCESS OPENING, SOFFIT	EA	1
5	157561	BRIDGE REMOVAL (PORTION), LOCATION A	LS	LUMP SUM
6	157562	BRIDGE REMOVAL (PORTION), LOCATION B	LS	LUMP SUM
7	157563	BRIDGE REMOVAL (PORTION), LOCATION C	LS	LUMP SUM
8	157564	BRIDGE REMOVAL (PORTION), LOCATION D	LS	LUMP SUM
9	157565	BRIDGE REMOVAL (PORTION), LOCATION E	LS	LUMP SUM
10	157566	BRIDGE REMOVAL (PORTION), LOCATION F	LS	LUMP SUM
11	190101	ROADWAY EXCAVATION	M3	92
12	198001	IMPORTED BORROW	M3	60
13	260201	CLASS 2 AGGREGATE BASE	M3	55
14	390101	ASPHALT CONCRETE	TONN	110
15 (S-F)	560218	FURNISH SIGN STRUCTURE (TRUSS)	KG	9430
16 (S-F)	560219	INSTALL SIGN STRUCTURE (TRUSS)	KG	9430
17 (S)	561012	1220 MM CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)	M	11
18	800394	CHAIN LINK FENCE (TYPE CL-1.8, EXTENSION ARM)	M	15
19	802587	1.2 M CHAIN LINK GATE (TYPE CL-1.8, EXTENSION ARM)	EA	2
20	820107	DELINEATOR (CLASS 1)	EA	6

Item	Item Code	Item	Unit of Measure	Estimated Quantity
21	820132	OBJECT MARKER (TYPE L)	EA	4
22	832001	METAL BEAM GUARD RAILING	M	61
23	839302	SINGLE THRIE BEAM BARRIER (WOOD POST)	M	52
24	839565	TERMINAL SYSTEM (TYPE SRT)	EA	4
25	839568	TERMINAL ANCHOR ASSEMBLY (TYPE SFT)	EA	3
26	018653	EXTINGUISHABLE MESSAGE SIGN (LOCATION 1)	LS	LUMP SUM
27	018654	LED CHANGEABLE MESSAGE SIGN (LOCATION 2)	LS	LUMP SUM
28	018655	LED CHANGEABLE MESSAGE SIGN (LOCATION 3)	LS	LUMP SUM
29	018656	EXTINGUISHABLE MESSAGE SIGN (LOCATION 4)	LS	LUMP SUM
30	018657	LED CHANGEABLE MESSAGE SIGN (LOCATION 5)	LS	LUMP SUM
31	018658	LED CHANGEABLE MESSAGE SIGN (LOCATION 6)	LS	LUMP SUM
32	018659	EXTINGUISHABLE MESSAGE SIGN (LOCATION 7)	LS	LUMP SUM
33	018660	LED CHANGEABLE MESSAGE SIGN (LOCATION 7)	LS	LUMP SUM
34	860520	HIGHWAY ADVISORY RADIO SYSTEM	LS	LUMP SUM
35	018661	CHANGEABLE MESSAGE SIGN (ELECTRICAL SUPPORT-LOCATION 1)	LS	LUMP SUM
36	018662	CHANGEABLE MESSAGE SIGN (ELECTRICAL SUPPORT-LOCATION 3)	LS	LUMP SUM
37	018663	ROADSIDE WEATHER INFORMATION SYSTEM (LOCATION 1)	LS	LUMP SUM
38	018664	ROADSIDE WEATHER INFORMATION SYSTEM (LOCATION 2)	LS	LUMP SUM
39	018665	ROADSIDE WEATHER INFORMATION SYSTEM (LOCATION 3)	LS	LUMP SUM
40	018666	ROADSIDE WEATHER INFORMATION SYSTEM (LOCATION 4)	LS	LUMP SUM

Item	Item Code	Item	Unit of Measure	Estimated Quantity
41	018667	ROADSIDE WEATHER INFORMATION SYSTEM (LOCATION 5)	LS	LUMP SUM
42	018668	ROADSIDE WEATHER INFORMATION SYSTEM (LOCATION 6)	LS	LUMP SUM
43	018669	ROADSIDE WEATHER INFORMATION SYSTEM (LOCATION 7)	LS	LUMP SUM
44	018670	ROADSIDE WEATHER INFORMATION SYSTEM (LOCATION TMC)	LS	LUMP SUM

## STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

#### **SPECIAL PROVISIONS**

Annexed to Contract No. 03-385704

#### SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall conform to the provisions in the Standard Specifications dated July 1999, and the Standard Plans dated July 1999, of the Department of Transportation insofar as the same may apply, and these special provisions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

The District in which the work for this project is located has been incorporated into the Department's Northern Region. References in the Standard Specifications or in these special provisions to the district shall be deemed to mean the Northern Region. The office of the District Director for the Northern Region is located at Marysville.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and shall be used in lieu of the conflicting portions.

#### SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

#### **2-1.01 GENERAL**

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the Proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be performed by each subcontractor listed.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, P.O. Box 911, Marysville, CA 95901, Attn: NRCO/Contract Administration Engineer, so that the request is received by the Department by close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

#### 2-1.015 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- A. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- B. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- C. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

#### 2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business Enterprise (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The bidder will meet the goal by performing work with its own forces.
  - 2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
  - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions.
- E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work
- F. DBEs must be certified by either the California Department of Transportation, or by a participating State of California or local agency which certifies in conformance with Title 49, Code of Federal Regulations, Part 26, as of the date of bid opening. It is the Contractor's responsibility to verify that DBEs are certified. Listings of DBEs certified by the Department are available from the following sources:

- 1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.
- 2. The Department's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 227-8937 and obtaining a user identification and password.
- 3. The Department's web site at http://www.dot.ca.gov/hq/bep/index.htm.
- 4. The organizations listed in the Section entitled "DBE Goal for this Project" of these special provisions.

#### G. Credit for materials or supplies purchased from DBEs will be as follows:

- 1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- 2. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph G.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph G.2.
- 3. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

#### H. Credit for DBE trucking companies will be as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it
  is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting
  the DBE goal.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the contract using trucks its owns, insures, and operates using drivers it employs.
- 4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
- 5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
- 6. For the purposes of this paragraph H, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- I. Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.
- J. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

#### 2-1.02A DBE GOAL FOR THIS PROJECT

The Department has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project:

Disadvantaged Business Enterprise (DBE): 6 percent

Bidders may use the services of the following firms to contact interested DBEs. These firms are available to assist DBEs in preparing bids for subcontracting or supplying materials.

The following firms may be contacted for projects in the following locations:

Districts 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County) and 10:

Triaxial Management Services, Inc.

- Oakland

1545 Willow Street, 1st Floor Oakland, CA 94607 Telephone - (510) 286-1313 FAX No. - (510) 286-6792

Districts 07 and 08;

in San Luis Obispo and Santa Barbara Counties in District 05; and in Kern County in District 06:

Triaxial Management Services, Inc.

- Los Angeles

2594 Industry Way, Suite 101

Lynwood, CA 90262

Telephone - (310) 537-6677

FAX No. - (310) 637-0128

Districts 08, 11 and 12:

Triaxial Management Services, Inc.

- San Diego

2725 Congress Street,

Suite 1-D

San Diego, CA 92110

Telephone - (619) 543-5109

FAX No. - (619) 543-5108

Districts 01, 02, 03 and 09:

Triaxial Management Services, Inc.

- Sacramento

930 Alhambra Blvd., #205

Sacramento, CA 95816

Telephone - (916) 553-4172

FAX No. - (916) 553-4173

#### 2-1.02B SUBMISSION OF DBE INFORMATION

The required DBE information shall be submitted on the "CALTRANS BIDDER - DBE INFORMATION" form included in the Proposal. If the DBE information is not submitted with the bid, the DBE Information form shall be removed from the documents prior to submitting the bid.

It is the bidder's responsibility to make enough work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made adequate good faith efforts to do so.

If DBE information is not submitted with the bid, the apparent successful bidder (low bidder), the second low bidder and the third low bidder shall submit DBE information to the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, California 95814 so the information is received by the Department no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening. DBE information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal nonresponsive. Other bidders need not submit DBE information unless requested to do so by the Department.

The bidder's DBE information shall establish that good faith efforts to meet the DBE goal have been made. To establish good faith efforts, the bidder shall demonstrate that the goal will be met or that, prior to bidding, adequate good faith efforts to meet the goal were made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their adequate good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The bidder's DBE information shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, the dollar value of each DBE transaction, and a written confirmation from the DBE that it is participating in the contract. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. The work that a DBE prime contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal.

The information necessary to establish the bidder's adequate good faith efforts to meet the DBE goal should include:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder.
- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to meet the DBE goal was made available to DBE firms.
- D. The names, addresses and phone numbers of rejected DBE firms, the firms selected for that work, and the reasons for the bidder's choice.
- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs.
- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.
- G. The names of agencies contacted to provide assistance in contacting, recruiting and using DBE firms.
- H. Any additional data to support a demonstration of good faith efforts.

#### SECTION 3. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, vendor shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

#### SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within 15 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

This work shall be diligently prosecuted to completion before the expiration of **120 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$\$850 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

## SECTION 5. GENERAL SECTION 5-1. MISCELLANEOUS

#### 5-1.01 PLANS AND WORKING DRAWINGS

When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to: Division of Structure Design, Documents Unit, Mail Station 9, 1801 30th Street, Sacramento, CA 95816, Telephone 916 227-8252.

#### 5-1.015 LABORATORY

When a reference is made in the specifications to the "Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations of the Department of Transportation, or established laboratories of the various Districts of the Department, or other laboratories authorized by the Department to test materials and work involved in the contract. When a reference is made in the specifications to the "Transportation Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations, located at 5900 Folsom Boulevard, Sacramento, CA 95819, Telephone (916) 227-7000.

#### 5-1.02 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

## NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5000 or more.

#### 5-1.03 INTEREST ON PAYMENTS

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments as follows:

- A. Unpaid progress payments, payment after acceptance, and final payments shall begin to accrue interest 30 days after the Engineer prepares the payment estimate.
- B. Unpaid extra work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following receipt of a properly submitted and undisputed extra work bill. To be properly submitted, the bill must be submitted within 7 days of the performance of the extra work and in conformance with the provisions in Section 9-1.03C, "Records," and Section 9-1.06, "Partial Payments," of the Standard Specifications. An undisputed extra work bill not submitted within 7 days of performance of the extra work will begin to accrue interest 30 days after the preparation of the second pay estimate following submittal of the bill.
- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and extra work payments shall be 10 percent per annum.
- D. The rate of interest payable on a claim, protest or dispute ultimately allowed under this contract shall be 6 percent per annum. Interest shall begin to accrue 61 days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to ascertain the basis and amount of said claim, protest or dispute.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

#### 5-1.04 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

A. Excavations.—The near edge of the excavation is 3.6 m or less from the edge of the lane, except:

- 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
- 2. Excavations less than 0.3-m deep.
- 3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
- 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
- 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
- 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas.—Material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 4.6 m from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit)	Work Areas
(Kilometers Per Hour)	
Over 72 (45 Miles Per Hour)	Within 1.8 m of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

#### 5-1.05 SURFACE MINING AND RECLAMATION ACT

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to materials furnished for the project, except for acquisition of materials in conformance with the provisions in Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

#### 5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

#### 5-1.07 YEAR 2000 COMPLIANCE

This contract is subject to Year 2000 Compliance for automated devices in the State of California.

Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention.

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for all automated devices furnished for the project.

#### 5-1.075 BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coatings that protect or enhance the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

#### 5-1.08 SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. \$10,000 will be withheld from payment until the Form CEM-2402 (F) is submitted. The amount will be returned to the Contractor when a satisfactory Form CEM-2402 (F) is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Section 2-1.02, "Disadvantaged Business Enterprise," of these special provisions.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on Form CEM-2404 (F).

#### 5-1.083 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

#### 5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS

The DBEs listed by the Contractor in response to the provisions in Section 2-1.02B, "Submission of DBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

- A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- B. The listed DBE becomes bankrupt or insolvent.
- C. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
- D. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- F. It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

#### 5-1.09 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of these special provisions.

Pursuant to the provisions of Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

http://www.dir.ca.gov/DLSE/Debar.html.

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. This requirement shall be enforced as follows:

A. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

In conformance with the Federal DBE regulations Sections 26.53(f)(1) and 26.53(f)(2) Part 26, Title 49 CFR:

- A. The Contractor shall not terminate for convenience a DBE subcontractor listed in response to Section 2-1.02B, "Submission of DBE Information," and then perform that work with its own forces, or those of an affiliate without the written consent of the Department, and
- B. If a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor will be required to make good faith efforts to substitute another DBE subcontractor for the original DBE subcontractor, to the extent needed to meet the contract goal.

The requirement in Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of these special provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

#### 5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

#### 5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of Contract," of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

#### 5-1.11 PARTNERING

The State will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the State and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

#### 5-1.12 PLANS AND WORKING DRAWINGS

When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to: Division of Structure Design, Documents Unit, Mail Station 9, 1801 30th Street, Sacramento, CA 95816, Telephone 916 227-8252.

#### 5-1.13 AREAS FOR CONTRACTOR'S USE

Attention is directed to the provisions in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications and these special provisions.

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No State-owned parcels adjacent to the right of way are available for the exclusive use of the Contractor within the contract limits. The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials, or for other purposes.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other State-owned property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

#### **5-1.14 PAYMENTS**

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

#### 5-1.15 RELATIONS WITH YOLO COUNTY

A portion of this project is located within the jurisdiction of Yolo County. A permit regarding work in County rights of way has been entered into by the Department and the County of Yolo. The Contractor shall be fully informed of the requirements of the permit as well as all rules, regulations, and conditions that may govern operations in said area and shall conduct operations accordingly.

Copies of the permit may be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, Transportation Building, 1120 N Street, P.O. Box 942874, Sacramento, California 94274-0001, Telephone No. (916) 654-4490, and are available for inspection at the office of the District Director of Transportation at the Northern Region Construction Office at 379-A Colusa Highway, Yuba City, California 95991.

Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.01G, "Water Pollution," and 7-1.12, "Responsibility for Damage," of the Standard Specifications.

When the Contractor is notified by the Engineer that a modification to the permit is under consideration, no work will be allowed which is inconsistent with the proposed modification until the Department takes action on the proposed modifications. Compensation for delay will be determined in accordance with Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Any modifications to the permit entered into by the Department and Yolo County shall be fully binding on the Contractor.

SECTION 6. (BLANK)
SECTION 7. (BLANK)
SECTION 8. MATERIALS
SECTION 8-1. MISCELLANEOUS

#### 8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS

Only materials and products conforming to the requirements of the specifications shall be incorporated in the work. When metric materials and products are not available, and when approved by the Engineer, and at no cost to the State, materials and products in the inch-pound (Imperial) system which are of equal quality and of the required properties and characteristics for the purpose intended, may be substituted for the equivalent metric materials and products, subject to the following provisions:

- A. Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.
- B. Before other non-metric materials and products will be considered for use the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish necessary information as required by the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision will be final.
- C. When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, the list of sources of material as specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of

substitutions to be made and contract items involved. In addition, for a change in design or details the Contractor shall submit plans and working drawings in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications.

Unless otherwise specified, the following substitutions of materials and products will be allowed:

## SUBSTITUTION TABLE FOR SIZES OF HIGH STRENGTH STEEL FASTENERS ASTM Designation: A 325M

METRIC SIZE SHOWN ON THE PLANS	IMPERIAL SIZE TO BE SUBSTITUTED
mm x thread pitch	inch
M16 x 2	5/8
M20 x 2.5	3/4
M22 x 2.5	7/8
M24 x 3	1
M27 x 3	1-1/8
M30 x 3.5	1-1/4
M36 x 4	1-1/2

SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT, ASTM Designation: A 82

METRIC SIZE SHOWN ON THE PLANS	US CUSTOMARY UNITS SIZE TO BE SUBSTITUTED
mm <sup>2</sup>	inch <sup>2</sup> x 100
MW9	W1.4
MW10	W1.6
MW13	W2.0
MW15	W2.3
MW19	W2.9
MW20	W3.1
MW22	W3.5
MW25	W3.9, except W3.5 in piles only
MW26	W4.0
MW30	W4.7
MW32	W5.0
MW35	W5.4
MW40	W6.2
MW45	W6.5
MW50	W7.8
MW55	W8.5, except W8.0 in piles only
MW60	W9.3
MW70	W10.9, except W11.0 in piles only
MW80	W12.4
MW90	W14.0
MW100	W15.5

#### SUBSTITUTION TABLE FOR BAR REINFORCEMENT

METRIC BAR DESIGNATION	EQUIVALENT IMPERIAL BAR DESIGNATION
NUMBER SHOWN ON THE PLANS	NUMBER TO BE SUBSTITUTED
13	4
16	5
19	6
22	7
25	8
29	9
32	10
36	11
43	14
57	18

No adjustment will be required in spacing or total number of reinforcing bars due to a difference in minimum yield strength between metric and non-metric bars.

The sizes in the following tables of materials and products are exact conversions of metric sizes of materials and products and are listed as acceptable equivalents:

#### CONVERSION TABLE FOR SIZES OF:

(1) STEEL FASTENERS FOR GENERAL APPLICATIONS, ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55, and (2) HIGH STRENGTH STEEL FASTENERS, ASTM Designation: A 325 or A 449

METRIC SIZE SHOWN ON THE PLANS	EQUIVALENT IMPERIAL SIZE
mm	inch
	1/4
6, or 6.35	<u>-, .</u>
8 or 7.94	5/16
10, or 9.52	3/8
11, or 11.11	7/16
13 or 12.70	1/2
14, or 14.29	9/16
16, or 15.88	5/8
19, or 19.05	3/4
22, or 22.22	7/8
24, 25, or 25.40	1
29, or 28.58	1-1/8
32, or 31.75	1-1/4
35, or 34.93	1-3/8
38 or 38.10	1-1/2
44, or 44.45	1-3/4
51, or 50.80	2
57, or 57.15	2-1/4
64, or 63.50	2-1/2
70 or 69.85	2-3/4
76, or 76.20	3
83, or 82.55	3-1/4
89 or 88.90	3-1/2
95, or 95.25	3-3/4
102, or 101.60	4

#### CONVERSION TABLE FOR NOMINAL THICKNESS OF SHEET METAL

CONVERSION TABLE FOR NOMINAL THICKNESS OF SHEET METAL			1 AL
UNCOATED HOT AND COLD ROLLED SHEETS		HOT-DIPPED ZINC COATED SHEETS	
		(GALVANIZED)	
METRIC THICKNESS	EQUIVALENT US	METRIC THICKNESS	EQUIVALENT
SHOWN ON THE PLANS	STANDARD GAGE	SHOWN ON THE PLANS	GALVANIZED
			SHEET GAGE
mm	inch	mm	inch
7.94	0.3125	4.270	0.1681
6.07	0.2391	3.891	0.1532
5.69	0.2242	3.510	0.1382
5.31	0.2092	3.132	0.1233
4.94	0.1943	2.753	0.1084
4.55	0.1793	2.372	0.0934
4.18	0.1644	1.994	0.0785
3.80	0.1495	1.803	0.0710
3.42	0.1345	1.613	0.0635
3.04	0.1196	1.461	0.0575
2.66	0.1046	1.311	0.0516
2.28	0.0897	1.158	0.0456
1.90	0.0747	1.006 or 1.016	0.0396
1.71	0.0673	0.930	0.0366
1.52	0.0598	0.853	0.0336
1.37	0.0538	0.777	0.0306
1.21	0.0478	0.701	0.0276
1.06	0.0418	0.627	0.0247
0.91	0.0359	0.551	0.0217
0.84	0.0329	0.513	0.0202
0.76	0.0299	0.475	0.0187
0.68	0.0269		
0.61	0.0239		
0.53	0.0209		
0.45	0.0179		
0.42	0.0164		
0.38	0.0149		

#### CONVERSION TABLE FOR WIRE

METRIC THICKNESS SHOWN ON THE PLANS	EQUIVALENT USA STEEL WIRE THICKNESS	GAGE NO.
mm	inch	
6.20	0.244	3
5.72	0.225	4
5.26	0.207	5
4.88	0.192	6
4.50	0.177	7
4.11	0.162	8
3.76	0.148	9
3.43	0.135	10
3.05	0.120	11
2.69	0.106	12
2.34	0.092	13
2.03	0.080	14
1.83	0.072	15
1.57	0.062	16
1.37	0.054	17
1.22	0.048	18
1.04	0.041	19
0.89	0.035	20

#### CONVERSION TABLE FOR PIPE PILES

ADLL I OK I II L I ILLS
EQUIVALENT IMPERIAL SIZE
inch x inch
NPS 14 x 0.179
NPS 14 x 0.250
NPS 14 x 0.375
NPS 14 x 0.438
NPS 16 x 0.500
NPS 18 x T"
NPS 20 x T"
NPS 22 x T"
NPS 24 x T"
NPS 26 x T"
NPS 28 x T"
NPS 30 x T"
NPS 32 x T"
NPS 34 x T"
NPS 36 x T"
NPS 38 x T"
NPS 40 x T"
NPS 42 x T"
NPS 44 x T"
NPS 48 x T"
NPS 60 x T"

The thickness in inches (T") represents an exact conversion of the metric thickness in millimeters (T).

#### CONVERSION TABLE FOR STRUCTURAL TIMBER AND LUMBER

METRIC MINIMUM	METRIC MINIMUM EQUIVALENT NOM	
DRESSED DRY,	DRESSED GREEN, US SIZE	
SHOWN ON THE PLANS	SHOWN ON THE PLANS	inch x inch
mm x mm	mm x mm	
19x89	20x90	1x4
38x89	40x90	2x4
64x89	65x90	3x4
89x89	90x90	4x4
140x140	143x143	6x6
140x184	143x190	6x8
184x184	190x190	8x8
235x235	241x241	10x10
286x286	292x292	12x12

#### CONVERSION TABLE FOR NAILS AND SPIKES

METRIC COMMON NAIL,	METRIC BOX NAIL,	METRIC SPIKE,	EQUIVALENT
SHOWN ON THE PLANS	SHOWN ON THE PLANS	SHOWN ON THE	IMPERIAL SIZE
		PLANS	
Length, mm	Length, mm	Length, mm	Penny-weight
Diameter, mm	Diameter, mm	Diameter, mm	
50.80	50.80		6d
2.87	2.51		
63.50	63.50		8d
3.33	2.87		
76.20	76.20	76.20	10d
3.76	3.25	4.88	
82.55	82.55	82.55	12d
3.76	3.25	4.88	
88.90	88.90	88.90	16d
4.11	3.43	5.26	
101.60	101.60	101.60	20d
4.88	3.76	5.72	
114.30	114.30	114.30	30d
5.26	3.76	6.20	
127.00	127.00	127.00	40d
5.72	4.11	6.68	
		139.70	50d
		7.19	
		152.40	60d
		7.19	

CONVERSION TABLE FOR IRRIGATION COMPONENTS

CONVERSION TABLE FOR I	KKIGATION COMI ONENTS
METRIC	EQUIVALENT NOMINAL
WATER METERS, TRUCK	US SIZE
LOADING STANDPIPES,	inch
VALVES, BACKFLOW	
PREVENTERS, FLOW	
SENSORS, WYE	
STRAINERS, FILTER	
ASSEMBLY UNITS, PIPE	
SUPPLY LINES, AND PIPE	
IRRIGATION SUPPLY	
LINES	
SHOWN ON THE PLANS	
DIAMETER NOMINAL (DN)	
mm	
15	1/2
20	3/4
25	1
32	1-1/4
40	1-1/2
50	2
65	2-1/2
75	3
100	4
150	6
200	8
250	10
300	12
350	1.4
000	14

#### 8-1.02 APPROVED TRAFFIC PRODUCTS

The Department maintains the following list of Approved Traffic Products. The Engineer shall not be precluded from sampling and testing products on the list of Approved Traffic Products.

The manufacturer of products on the list of Approved Traffic Products shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

Signing and delineation materials and products shall not be used in the work unless the material or product is on the list of Approved Traffic Products.

Materials and products may be added to the list of Approved Traffic Products if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

#### PAVEMENT MARKERS, PERMANENT TYPE

#### Retroreflective

- A. Apex, Model 921 (100 mm x 100 mm)
- B. Ray-O-Lite, Models SS (100 mm x 100 mm), RS (100 mm x 100 mm) and AA (100 mm x 100 mm)
- C. Stimsonite, Models 88 (100 mm x 100 mm), 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- D. 3M Series 290 (89 mm x 100 mm)

#### **Retroreflective With Abrasion Resistant Surface (ARS)**

- A. Ray-O-Lite "AA" ARS (100 mm x 100 mm)
- B. Stimsonite, Models 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- C. 3M Series 290 (89 mm x 100 mm)

#### Retroreflective With Abrasion Resistant Surface (ARS)

(Used for recessed applications)

- A. Stimsonite, Model 948 (58 mm x 119 mm)
- B. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
- C. Stimsonite, Model 944SB (51 mm x 100 mm)\*
- D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)\*

  \*For use only in 114 mm wide (older) recessed slots

#### Non-Reflective For Use With Epoxy Adhesive, 100 mm Round

- A. Apex Universal (Ceramic)
- B. Highway Ceramics, Inc. (Ceramic)

#### Non-Reflective For Use With Bitumen Adhesive, 100 mm Round

- A. Apex Universal (Ceramic)
- B. Apex Universal, Model 929 (ABS)
- C. Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
- D. Highway Ceramics, Inc. (Ceramic)
- E. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- F. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
- G. Alpine Products, D-Dot (ABS)
- H. Road Creations, Model RCB4NR (Acrylic)

#### PAVEMENT MARKERS, TEMPORARY TYPE

#### Temporary Markers For Long Term Day/Night Use (6 months or less)

- A. Apex Universal, Model 924 (100 mm x 100 mm)
- B. Davidson Plastics Corp., Model 3.0 (100 mm x 100 mm)
- C. Elgin Molded Plastics, "Empco-Lite" Model 901 (100 mm x 100 mm)
- D. Road Creations, Model R41C (100 mm x 100 mm)
- E. Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

#### Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

- A. Apex Universal, Model 932
- B. Davidson Plastics, Models T.O.M., T.R.P.M., and "HH" (High Heat)
- C. Hi-Way Safety, Inc., Model 1280/1281

#### STRIPING AND PAVEMENT MARKING MATERIALS

#### **Permanent Traffic Striping and Pavement Marking Tape**

- A. Advanced Traffic Marking, Series 300 and 400
- B. Brite-Line, Series 1000
- C. Swarco Industries, "Director 35" (For transverse application only)
- D. Swarco Industries, "Director 60"
- E. 3M, "Stamark" Series 380 and 5730
- F. 3M, "Stamark" Series 420 (For transverse application only)

#### Temporary (Removable) Striping and Pavement Marking Tape (6 months or less)

- A. Brite-Line, Series 100
- B. P.B. Laminations, Aztec, Grade 102
- C. Swarco Industries, "Director-2"
- D. 3M, "Stamark," Series 620
- E. 3M Series A145 Removable Black Line Mask

(Black Tape: For use only on Asphalt Concrete Surfaces)

F. Advanced Traffic Marking Black "Hide-A-Line"

(Black Tape: For use only on Asphalt Concrete Surfaces)

#### **Preformed Thermoplastic (Heated in place)**

- A. Flint Trading, "Premark" and "Premark 20/20 Flex"
- B. Pavemark, "Hotape"

#### Removable Traffic Paint

A. Belpro, Series 250/252 and No. 93 Remover

#### **CLASS 1 DELINEATORS**

#### One Piece Driveable Flexible Type, 1700 mm

- A. Carsonite, Curve-Flex CFRM-400
- B. Carsonite, Roadmarker CRM-375
- C. Davidson Plastics, "Flexi-Guide Models 400 and 566"
- D. FlexStake, Model 654TM
- E. GreenLine Models HWD1-66 and CGD1-66
- F. J. Miller Industries, Model JMI-375 (with soil anchor)

#### Special Use Flexible Type, 1700 mm

- A. Carsonite, "Survivor" (with 450 mm U-Channel base)
- B. FlexStake, Model 604
- C. GreenLine Models HWD and CGD (with 450 mm U-Channel base)
- D. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
- E. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

#### Surface Mount Flexible Type, 1200 mm

- A. Bent Manufacturing Company, "Masterflex" Model MF-180EX-48
- B. Carsonite, "Super Duck II"
- C. FlexStake, Surface Mount, Models 704 and 754TM

#### **CHANNELIZERS**

#### Surface Mount Type, 900 mm

- A. Bent Manufacturing Company, "Masterflex" Models MF-360-36 (Round) and MF-180-36 (Flat)
- B. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
- C. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
- D. Davidson Plastics, Flex-Guide Models FG300LD and FG300UR
- E. FlexStake, Surface Mount, Models 703 and 753TM
- F. GreenLine, Model SMD-36
- G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
- H. The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
- I. The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
- J. Repo, Models 300 and 400
- K. Safe-Hit, Guide Post, Model SH236SMA

#### **CONICAL DELINEATORS, 1070 mm**

(For 700 mm Traffic Cones, see Standard Specifications)

- A. Bent Manufacturing Company "T-Top'
- B. Plastic Safety Systems "Navigator-42"
- C. Roadmaker Company "Stacker"
- D. TrafFix Devices "Grabber"

#### **OBJECT MARKERS**

#### Type "K", 450 mm

- A. Carsonite, Model SMD-615
- B. FlexStake, Model 701KM
- C. Repo, Models 300 and 400
- D. Safe-Hit, Model SH718SMA
- E. The Line Connection, Model DP21-4K

#### Type "K-4" / "Q", 600 mm

(Shown as Type "Q" in the Traffic Manual)

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Carsonite, Super Duck II
- C. FlexStake, Model 701KM
- D. Repo, Models 300 and 400
- E. Safe-Hit, Models SH8 24SMA\_WA and SH8 24GP3\_WA
- F. The Line Connection, Model DP21-4Q

#### TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS

#### Impactable Type

- A. ARTUK, "FB"
- B. Davidson Plastics, Model PCBM-12
- C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
- D. Hi-Way Safety, Inc., Model GMKRM100

#### **Non-Impactable Type**

- A. ARTUK, JD Series
- B. Stimsonite, Model 967 (with 83 mm Acrylic cube corner reflector)
- C. Stimsonite, Model 967LS
- D. Vega Molded Products, Models GBM and JD

#### THRIE BEAM BARRIER MARKERS

(For use to the left of traffic)

- A. Duraflex Corp., "Railrider"
- B. Davidson Plastics, "Mini" (75 mm x 254 mm)

#### CONCRETE BARRIER DELINEATORS, 400 mm

(For use to the right of traffic. When mounted on top of barrier, places top of reflective element at 1200 mm)

- A. Davidson Plastics, Model PCBM T-16
- B. Safe-Hit, Model SH216RBM

#### CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm)

A. Stinson Equipment Company "SaddleMarker"

#### SOUND WALL DELINEATOR

(Applied to a vertical surface. Top of reflective element at 1200 mm)

A. Davidson Plastics, PCBM S-36

#### **GUARD RAILING DELINEATOR**

(Top of reflective element at 1200 mm above plane of roadway)

#### Wood Post Type, 686 mm

- A. Carsonite, Model 427
- B. Davidson Plastics FG 427 and FG 527
- C. FlexStake, Model 102 GR
- D. GreenLine GRD 27
- E. J. Miller Model JMI-375G
- F. Safe-Hit, Model SH227GRD

#### **Steel Post Type**

A. Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

#### RETROREFLECTIVE SHEETING

#### Channelizers, Barrier Markers, and Delineators

- A. 3M, High Intensity
- B. Reflexite, PC-1000 Metalized Polycarbonate
- C. Reflexite, AC-1000 Acrylic
- D. Reflexite, AP-1000 Metalized Polyester
- E. Reflexite, AR-1000 Abrasion Resistant Coating
- F. Stimsonite, Series 6200 (For rigid substrate devices only)

#### Traffic Cones, 330 mm Sleeves

A. Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

#### Traffic Cones, 100 mm and 150 mm Sleeves

- A. 3M Series 3840
- B. Reflexite Vinyl, "TR" (Semi-transparent) or "Conformalite"

#### **Barrels and Drums**

- A. Reflexite, "Super High Intensity" or "High Impact Drum Sheeting"
- B. 3M Series 3810

#### Barricades: Type I, Engineer Grade

- A. American Decal, Adcolite
- B. Avery Dennison, 1500 and 1600
- C. 3M, Scotchlite, Series CW

#### Barricades: Type II, Super Engineer Grade

- A. Avery Dennison, "Fasign" 2500 Series
- B. Kiwalite Type II
- C. Nikkalite 1800 Series

#### Signs: Type II, Super Engineer Grade

- A. Avery Dennison, "Fasign" 2500 Series
- B. Kiwalite, Type II
- C. Nikkalite 1800 Series

#### Signs: Type III, High-Intensity Grade

- A. 3M Series 3800
- B. Nippon Carbide, Nikkalite Brand Ultralite Grade II

#### Signs: Type IV, High-Intensity Prismatic Grade

A. Stimsonite Series 6200

#### Signs: Type VII, High-Intensity Prismatic Grade

A. 3M Series 3900

#### Signs: Type VI, Roll-Up Signs

- A. Reflexite, Vinyl (Orange), Reflexite "SuperBright" (Fluorescent orange)
- B. 3M Series RS34 (Orange) and RS20 (Fluorescent orange)

#### SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS

#### Aluminum

#### Fiberglass Reinforced Plastic (FRP)

- A. Sequentia, "Polyplate"
- B. Fiber-Brite

## 8-1.03 STATE-FURNISHED MATERIALS

Attention is directed to Section 6-1.02, "State-Furnished Materials," of the Standard Specifications and these special provisions.

The following materials will be furnished to the Contractor:

- A. Model 500 Changeable Message Sign System..
- B. Communications Equipment..
- C. Telephone Controls.
- D. Utility Service.
- E. Non-reflective green identification strips.
- F. Incandescent lamps for flashing beacon units.
- G. Model 170 controller assemblies, including controller unit, completely wired controller cabinet, and inductive loop detector sensor units.

State-furnished materials, except for the changeable message signs, will be furnished to the Contractor at the Northgate Maintenance Station, 3940 Rosin Court, Sacramento, California 95834. The changeable message signs will be delivered directly to the jobsite.

The Contractor shall notify the Engineer not less than 48 hours before State-furnished material is to be picked up by the Contractor. A full description of the material and the time the material will be picked up shall be provided.

## **SECTION 8-2. CONCRETE**

## 8-2.01 PORTLAND CEMENT CONCRETE

Portland cement concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

Unless the use of a mineral admixture is prohibited, whenever the word "cement" is used in the Standard Specifications or the special provisions, it shall be understood to mean "cementitious material" when both of the following conditions are met:

- A. The cement content of portland cement concrete is specified, and
- B. Section 90, "Portland Cement Concrete," of the Standard Specifications is referenced.

Unless otherwise specified, a Type C accelerating chemical admixture conforming to the requirements in ASTM Designation: C 494 may be used in portland cement concrete for precast steam cured concrete members.

Section 90-1.01, "Description," of the Standard Specifications is amended to read:

#### 90-1.01 DESCRIPTION

- Portland cement concrete shall be composed of cementitious material, fine aggregate, coarse aggregate, admixtures if used, and water, proportioned and mixed as specified in these specifications.
- Unless otherwise specified, cementitious material to be used in portland cement concrete shall conform to the provisions for cement and mineral admixtures in Section 90-2, "Materials," and shall be either: 1) "Type IP (MS) Modified" cement or 2) a combination of "Type II Modified" portland cement and mineral admixture.
- Concrete for each portion of the work shall comply with the provisions for the Class, cementitious material content in kilograms per cubic meter, 28-day compressive strength, minor concrete or commercial quality concrete, as shown on the plans or specified in these specifications or the special provisions.
  - Class 1 concrete shall contain not less than 400 kg of cementitious material per cubic meter.
  - Class 2 concrete shall contain not less than 350 kg of cementitious material per cubic meter.
  - Class 3 concrete shall contain not less than 300 kg of cementitious material per cubic meter.
  - Class 4 concrete shall contain not less than 250 kg of cementitious material per cubic meter.
- Minor concrete shall contain not less than 325 kg of cementitious material per cubic meter unless otherwise specified in these specifications or the special provisions.
- Unless otherwise designated on the plans or specified in these specifications or the special provisions, the amount of cementitious material used per cubic meter of concrete in structures or portions of structures shall conform to the following:

Use	Cementitious Material Content (kg/m³)
Concrete which is designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min., 475 max.
Roof sections of exposed top box culverts	400 min., 475 max.
Other portions of structures	350 min., 475 max.
Concrete not designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min.
Roof sections of exposed top box culverts	400 min.
Prestressed members	400 min.
Seal courses	400 min.
Other portions of structures	350 min.
Concrete for precast members	350 min., 550 max.

- Whenever the 28-day compressive strength shown on the plans is greater than 25 MPa, the concrete shall be considered to be designated by compressive strength. If the plans show a 28-day compressive strength which is 31 MPa or greater, an additional 7 days will be allowed to obtain the specified strength. The 28-day compressive strengths shown on the plans which are 25 MPa or less are shown for design information only and are not to be considered a requirement for acceptance of the concrete.
- Concrete designated by compressive strength shall be proportioned such that the concrete will conform to the strength shown on the plans or specified in the special provisions.
- The Contractor shall determine the mix proportions for all concrete except pavement concrete. The Engineer will determine the mix proportions for pavement concrete.
- Before using concrete for which the mix proportions have been determined by the Contractor, or in advance of revising those mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design.
- Compliance with cementitious material content requirements will be verified in conformance with procedures described in California Test 518 for cement content. For testing purposes, mineral admixture shall be considered to be cement. Batch proportions shall be adjusted as necessary to produce concrete having the specified cementitious material content.
- If any concrete used in the work has a cementitious material content, consisting of cement, mineral admixture, or cement plus mineral admixture, which is less than the minimum required for the work, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State \$0.55 for each kilogram of cement, mineral admixture, or cement plus mineral admixture which is less than the minimum required for the work. The Department may deduct the amount from moneys due, or that may become due, the Contractor under the contract. The deductions will not be made unless the difference between the contents required and those actually provided exceeds the batching tolerances permitted by Section 90-5, "Proportioning." No deductions for cementitious material content will be made based on the results of California Test 518.
  - The requirements of the preceding paragraph shall not apply to minor concrete or commercial quality concrete.
- Concrete for which the mix proportions are determined either by the Contractor or the Engineer shall conform to the requirements of this Section 90.

The first paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is amended to read:

# 90-2.01 PORTLAND CEMENT

- Unless otherwise specified, portland cement shall be either "Type IP (MS) Modified" cement or "Type II Modified" portland cement.
- "Type IP (MS) Modified" cement shall conform to the specifications for Type IP (MS) cement in ASTM Designation: C 595, and shall be comprised of an intimate mixture of Type II cement and not more than 25 percent of a mineral admixture. The type and minimum amount of mineral admixture used in the manufacture of "Type IP (MS) Modified" cement shall be in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."
- "Type II Modified" portland cement shall conform to the requirements for Type II portland cement in ASTM Designation: C 150.
- In addition, "Type IP (MS) Modified" cement and "Type II Modified" portland cement shall conform to the following requirements:

- A. The cement shall not contain more than 0.60 percent by mass of alkalies, calculated as the percentage of Na2O plus 0.658 times the percentage of K2O, when determined by either direct intensity flame photometry or by the atomic absorption method. The instrument and procedure used shall be qualified as to precision and accuracy in conformance with the requirements in ASTM Designation: C 114.
- B. The autoclave expansion shall not exceed 0.50 percent.
- C. Mortar, containing the cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not expand in water more than 0.010 percent and shall not contract in air more than 0.048 percent except that when cement is to be used for precast prestressed concrete piling, precast prestressed concrete members or steam cured concrete products, the mortar shall not contract in air more than 0.053 percent.

The second paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is amended to read:

• Type III and Type V portland cements shall conform to the requirements in ASTM Designation: C 150, and the additional requirements listed above for Type II Modified portland cement, except that when tested in conformance with California Test 527, mortar containing Type III portland cement shall not contract in air more than 0.075 percent.

The third paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is deleted.

The twelfth paragraph in Section 90-2.02, "Aggregates," of the Standard Specifications is deleted.

The first paragraph in Section 90-2.03, "Water," of the Standard Specifications is amended to read:.

#### 90-2.03 WATER

• In conventionally reinforced concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 1,000 parts per million of chlorides as Cl, nor more than 1,300 parts per million of sulfates as SO4. In prestressed concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 650 parts per million of chlorides as Cl, nor more than 1,300 parts per million of sulfates as SO4. In no case shall the water contain an amount of impurities that will cause either: 1) a change in the setting time of cement of more than 25 percent when tested in conformance with the requirements in ASTM Designation: C 191 or ASTM Designation: C 266 or 2) a reduction in the compressive strength of mortar at 14 days of more than 5 percent, when tested in conformance with the requirements in ASTM Designation: C 109, when compared to the results obtained with distilled water or deionized water, tested in conformance with the requirements in ASTM Designation: C 109.

The following section is added to Section 90-2, "Materials," of the Standard Specifications:

## 90-2.04 ADMIXTURE MATERIALS

- Admixture materials shall conform to the requirements in the following ASTM Designations:
- A. Chemical Admixtures—ASTM Designation: C 494.
- B. Air-entraining Admixtures—ASTM Designation: C 260.
- C. Calcium Chloride—ASTM Designation: D 98.
- D. Mineral Admixtures—Coal fly ash, raw or calcined natural pozzolan as specified in ASTM Designation: C618. Silica fume conforming to the requirements in ASTM Designation: C1240, with reduction of mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.
- Mineral admixtures shall be used in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."

Section 90-4.02, "Materials," of the Standard Specifications is amended to read:

# **90-4.02 MATERIALS**

• Admixture materials shall conform to the provisions in Section 90–2.04, "Admixture Materials."

Section 90-4.05, "Optional Use of Chemical Admixtures," of the Standard Specifications is amended to read:

#### 90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES

• The Contractor will be permitted to use Type A or F, water-reducing; Type B, retarding; or Type D or G, water-reducing and retarding admixtures as described in ASTM Designation: C 494 to conserve cementitious material or to facilitate concrete construction application subject to the following conditions:

- A. When a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by mass except that the resultant cementitious material content shall be not less than 300 kilograms per cubic meter.
- B. When a reduction in cementitious material content is made, the dosage of admixture used shall be the dosage used in determining approval of the admixture.

Section 90-4.07, "Optional Use of Air-entraining Admixtures," of the Standard Specifications is amended to read:

#### 90-4.07 OPTIONAL USE OF AIR-ENTRAINING ADMIXTURES

• When air-entrainment has not been specified or ordered by the Engineer, the Contractor will be permitted to use an air-entraining admixture to facilitate the use of any construction procedure or equipment provided that the average air content, as determined by California Test 504, of 3 successive tests does not exceed 4 percent and no single test value exceeds 5.5 percent. If the Contractor elects to use an air-entraining admixture in concrete for pavement, the Contractor shall so indicate at the time the Contractor designates the source of aggregate as provided in Section 40-1.015, "Cement Content."

Section 90-4.08, "Required Use of Mineral Admixtures," of the Standard Specifications is amended to read:

#### 90-4.08 REQUIRED USE OF MINERAL ADMIXTURES

- Unless otherwise specified, mineral admixture shall be combined with cement to make cementitious material for use in portland cement concrete.
- The calcium oxide content of mineral admixtures shall not exceed 10 percent and the available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C618.
- The amounts of cement and mineral admixture used in cementitious material for portland cement concrete shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," and shall conform to the following:
  - A. The minimum amount of cement shall not be less than 75 percent by mass of the specified minimum cementitious material content.
  - B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
    - 1. When the calcium oxide content of a mineral admixture, as determined in conformance with the requirements in ASTM Designation: C618 and the provisions in Section 90-2.04, "Admixture Materials," is equal to or less than 2 percent by mass, the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix.
    - 2. When the calcium oxide content of a mineral admixture, as determined in conformance with the requirements in ASTM Designation: C618 and the provisions in Section 90-2.04, "Admixture Materials," is greater than 2 percent, the amount of mineral admixture shall not be less than 25 percent by mass of the total amount of cementitious material to be used in the mix.
    - 3. When a mineral admixture is used, which conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix.
  - C. If more than the required amount of cementitious material is used, the additional cementitious material in the mix may be either cement, a mineral admixture conforming to the provisions in Section 90-2.04, "Admixture Materials," or a combination of both; however, the maximum total amount of mineral admixture shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," specifies a maximum cementitious content in kilograms per cubic meter, the total mass of cement and mineral admixture per cubic meter shall not exceed the specified maximum cementitious material content.

Section 90-4.09, "Optional Use of Mineral Admixtures," of the Standard Specifications is deleted.

Section 90-4.11, "Storage, Proportioning, and Dispensing of Mineral Admixtures," of the Standard Specifications is amended to read:

# 90-4.11 STORAGE, PROPORTIONING, AND DISPENSING OF MINERAL ADMIXTURES

• Mineral admixtures shall be protected from exposure to moisture until used. Sacked material shall be piled to permit access for tally, inspection, and identification for each shipment.

- Adequate facilities shall be provided to assure that mineral admixtures meeting the specified requirements are kept separate from other mineral admixtures in order to prevent any but the specified mineral admixtures from entering the work. Safe and suitable facilities for sampling mineral admixtures shall be provided at the weigh hopper or in the feed line immediately in advance of the hopper.
- Mineral admixtures shall be incorporated into concrete using equipment conforming to the requirements for cement weigh hoppers, and charging and discharging mechanisms in ASTM Designation: C 94, in Section 90-5.03, "Proportioning," and in this Section 90-4.11.
- When interlocks are required for cement and mineral admixture charging mechanisms by Section 90-5.03A, "Proportioning for Pavement," and cement and mineral admixtures are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of mineral admixture until the mass of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."
- Mineral admixture used in concrete for exposed surfaces of like elements of a structure shall be from the same source and of the same percentage.

Section 90-5.02, "Proportioning Devices," of the Standard Specifications is amended to read:

## 90-5.02 PROPORTIONING DEVICES

- Weighing, measuring or metering devices used for proportioning materials shall conform to the provisions in Section 9-1.01, "Measurement of Quantities," and this Section 90-5.02. In addition, automatic weighing systems used shall comply with the provisions for automatic proportioning devices in Section 90-5.03A, "Proportioning for Pavement." These automatic devices shall be automatic to the extent that the only manual operation required for proportioning the aggregates, cement, and mineral admixture for one batch of concrete is a single operation of a switch or starter.
- Proportioning devices shall be tested at the expense of the Contractor as frequently as the Engineer may deem necessary to insure their accuracy.
- Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the plant is in operation, the mass of each batch of material shall not vary from the mass designated by the Engineer by more than the tolerances specified herein.
- Equipment for cumulative weighing of aggregate shall have a zero tolerance of  $\pm 0.5$  percent of the designated total batch mass of the aggregate. For systems with individual weigh hoppers for the various sizes of aggregate, the zero tolerance shall be  $\pm 0.5$  percent of the individual batch mass designated for each size of aggregate. Equipment for cumulative weighing of cement and mineral admixtures shall have a zero tolerance of  $\pm 0.5$  percent of the designated total batch mass of the cement and mineral admixture. Equipment for weighing cement or mineral admixture separately shall have a zero tolerance of  $\pm 0.5$  percent of their designated individual batch masses. Equipment for measuring water shall have a zero tolerance of  $\pm 0.5$  percent of its designated mass or volume.
- The mass indicated for a batch of material shall not vary from the preselected scale setting by more than the following:
  - A. Aggregate weighed cumulatively shall be within 1.0 percent of the designated total batch mass of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch masses.
  - B. Cement shall be within 1.0 percent of its designated batch mass. When weighed individually, mineral admixture shall be within 1.0 percent of its designated batch mass. When mineral admixture and cement are permitted to be weighed cumulatively, cement shall be weighed first to within 1.0 percent of its designated batch mass, and the total for cement and mineral admixture shall be within 1.0 percent of the sum of their designated batch masses.
  - C. Water shall be within 1.5 percent of its designated mass or volume.
- Each scale graduation shall be approximately 0.001 of the total capacity of the scale. The capacity of scales for weighing cement, mineral admixture, or cement plus mineral admixture and aggregates shall not exceed that of commercially available scales having single graduations indicating a mass not exceeding the maximum permissible mass variation above, except that no scale shall be required having a capacity of less than 500 kg, with 0.5 kg graduations.

Section 90-5.03, "Proportioning," excluding Section 90-5.03A, "Proportioning for Pavement," of the Standard Specifications is amended to read:

# 90-5.03 PROPORTIONING

• Proportioning shall consist of dividing the aggregates into the specified sizes, each stored in a separate bin, and combining them with cement, mineral admixture, and water as provided in these specifications. Aggregates shall be proportioned by mass.

- At the time of batching, aggregates shall have been dried or drained sufficiently to result in a stable moisture content such that no visible separation of water from aggregate will take place during transportation from the proportioning plant to the point of mixing. In no event shall the free moisture content of the fine aggregate at the time of batching exceed 8 percent of its saturated, surface-dry mass.
- Should separate supplies of aggregate material of the same size group, but of different moisture content or specific gravity or surface characteristics affecting workability, be available at the proportioning plant, withdrawals shall be made from one supply exclusively and the materials therein completely exhausted before starting upon another.
- Bulk "Type IP (MS) Modified" cement that conforms to the provisions in Section 90-2.01, "Portland Cement," shall be weighed in an individual hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer.
- Bulk cement to be blended with mineral admixture for use in portland cement concrete for pavement and structures may be weighed in separate, individual weigh hoppers or may be weighed in the same weigh hopper with mineral admixture and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer. If the cement and mineral admixture are weighed cumulatively, the cement shall be weighed first.
- When cement and mineral admixtures are weighed in separate weigh hoppers, the weigh systems for the proportioning of the aggregate, the cement, and the mineral admixture shall be individual and distinct from other weigh systems. Each weigh system shall be equipped with a hopper, a lever system, and an indicator to constitute an individual and independent material weighing device. The cement and the mineral admixture shall be discharged into the mixer simultaneously with the aggregate.
- The scale and weigh hopper for bulk weighing cement, mineral admixture, and cement plus mineral admixture shall be separate and distinct from the aggregate weighing equipment.
- When the source of an aggregate is changed for concrete structures, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using such aggregates. When the source of an aggregate is changed for other concrete, the Engineer shall be allowed sufficient time to adjust the mix and such aggregates shall not be used until necessary adjustments are made.
- For batches with a volume of one cubic meter or more, the batching equipment shall conform to one of the following combinations:
  - A. Separate boxes and separate scale and indicator for weighing each size of aggregate.
  - B. Single box and scale indicator for all aggregates.
  - C. Single box or separate boxes and automatic weighing mechanism for all aggregates.
- In order to check the accuracy of batch masses, the gross mass and tare mass of batch trucks, truck mixers, truck agitators, and non-agitating hauling equipment shall be determined when ordered by the Engineer. The equipment shall be weighed at the Contractor's expense on scales designated by the Engineer.

Section 90-5.03A, "Proportioning for Pavement," of the Standard Specifications is amended to read:

## 90-5.03A PROPORTIONING FOR PAVEMENT

- Aggregates and bulk cement, mineral admixture, and cement plus mineral admixture for use in pavement shall be proportioned by mass by means of automatic proportioning devices of approved type conforming to the provisions in this Section 90-5.03A.
- The Contractor shall install and maintain in operating condition an electrically actuated moisture meter that will indicate, on a readily visible scale, changes in the moisture content of the fine aggregate as it is batched within a sensitivity of 0.5 percent by mass of the fine aggregate.
- The batching of cement, mineral admixture, or cement plus mineral admixture and aggregate shall be interlocked so that a new batch cannot be started until all weigh hoppers are empty, the proportioning devices are within zero tolerance, and the discharge gates are closed. The interlock shall permit no part of the batch to be discharged until all aggregate hoppers and the cement and mineral admixture hoppers or the cement plus mineral admixture hopper are charged with masses which are within the tolerances specified in Section 90-5.02, "Proportioning Devices."
- The discharge gate on the cement and mineral admixture hoppers or the cement plus mineral admixture hopper shall be designed to permit regulating the flow of cement, mineral admixture or cement plus mineral admixture into the aggregate as directed by the Engineer.
- When separate weigh boxes are used for each size of aggregate, the discharge gates shall permit regulating the flow of each size of aggregate as directed by the Engineer.

- Material discharged from the several bins shall be controlled by gates or by mechanical conveyors. The means of withdrawal from the several bins, and of discharge from the weigh box, shall be interlocked so that not more than one bin can discharge at a time, and that the weigh box cannot be tripped until the required quantity from each of the several bins has been deposited therein. Should a separate weigh box be used for each size of aggregate, all may be operated and discharged simultaneously.
- When the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required mass is discharged into the weigh box, after which the gate shall automatically close and lock.
- The automatic weighing system shall be designed so that all proportions required may be set on the weighing controller at the same time.

The third paragraph in Section 90-6.01, "General," of the Standard Specifications is amended to read:

• Concrete shall be homogeneous and thoroughly mixed. There shall be no lumps or evidence of undispersed cement, mineral admixture, or cement plus mineral admixture.

The third and fourth paragraphs in Section 90-6.02, "Machine Mixing," of the Standard Specifications are amended to read:

- The batch shall be so charged into the mixer that some water will enter in advance of cementitious materials and aggregates. All water shall be in the drum by the end of the first one-fourth of the specified mixing time.
- Cementitious materials shall be batched and charged into the mixer by means that will not result either in loss of cementitious materials due to the effect of wind, or in accumulation of cementitious materials on surfaces of conveyors or hoppers, or in other conditions which reduce or vary the required quantity of cementitious material in the concrete mixture.

The sixth paragraph in Section 90-6.02, "Machine Mixing," of the Standard Specifications is amended to read:

• The total elapsed time between the intermingling of damp aggregates and all cementitious materials and the start of mixing shall not exceed 30 minutes.

The seventh through tenth paragraphs in Section 90-6.03, "Transporting Mixed Concrete," of the Standard Specifications are amended to read:

- When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within 1.5 hours, or before 250 revolutions of the drum or blades, whichever comes first, after the introduction of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C, or above, a time less than 1.5 hours may be required.
- When non-agitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be completed within one hour after the addition of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C, or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.
- Each load of concrete delivered at the job site shall be accompanied by a weight certificate showing the mix identification number, non-repeating load number, date and time at which the materials were batched, the total amount of water added to the load and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged with cement. This weight certificate shall also show the actual scale masses (kilograms) for the ingredients batched. Theoretical or target batch masses shall not be used as a substitute for actual scale masses.
- Weight certificates shall be provided in printed form, or if approved by the Engineer, the data may be submitted in electronic media. Electronic media shall be presented in a tab-delimited format on 90 mm diskette with a capacity of at least 1.4 megabytes. Captured data, for the ingredients represented by each batch shall be LFCR (one line, separate record) with allowances for sufficient fields to satisfy the amount of data required by these specifications.
- The Contractor may furnish a weight certificate that is accompanied by a separate certificate which lists the actual batch masses or measurements for a load of concrete provided that both certificates are 1) imprinted with the same non-repeating load number that is unique to the contract and 2) delivered to the job site with the load.
- Weight certificates furnished by the Contractor shall conform to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

Section 90-6.05, "Hand-Mixing," of the Standard Specifications is amended to read:

## **90-6.05 HAND-MIXING**

• Hand-mixed concrete shall be made in batches not more than one-fourth cubic meter and shall be mixed on a watertight, level platform. The proper amount of coarse aggregate shall be measured in measuring boxes and spread on the platform and the fine aggregate shall be spread on this layer, the 2 layers being not more than 0.3 meters in total depth. On this mixture shall be spread the dry cement and mineral admixture and the whole mass turned no fewer than 2 times dry; then sufficient clean water shall be added, evenly distributed, and the whole mass again turned no fewer than 3 times, not including placing in the carriers or forms.

The table in the first paragraph in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is replaced with the following table:

Type of Work	Nominal Penetration	Maximum Penetration
	(mm)	(mm)
Concrete pavement	0-25	40
Non-reinforced concrete facilities	0-35	50
Reinforced concrete structures:		
Sections over 300 mm thick	0-35	65
Sections 300 mm thick or less	0-50	75
Concrete placed under water	75-100	115
Cast-in-place concrete piles	65-90	100

The first paragraph following the table of penetration ranges in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is amended to read:

• The amount of free water used in concrete shall not exceed 183 kg/m3, plus 20 kg for each required 100 kg of cementitious material in excess of 325 kg/m3.

The fourth paragraph in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is amended to read:

• Where there are adverse or difficult conditions which affect the placing of concrete, the above specified penetration and free water content limitations may be exceeded providing the Contractor is granted permission by the Engineer in writing to increase the cementitious material content per cubic meter of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 kg of water per added 100 kg of cementitious material per cubic meter. The cost of additional cementitious material and water added under these conditions shall be at the Contractor's expense and no additional compensation will be allowed therefor.

Section 90-9.01, "General," of the Standard Specifications is amended to read:

#### 90-9.01 **GENERAL**

- Concrete compressive strength requirements consist of a minimum strength which must be attained before various loads or stresses are applied to the concrete and, for concrete designated by strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or are shown on the plans.
- The compressive strength of concrete will be determined from test cylinders which have been fabricated from concrete sampled in conformance with California Test 539. Test cylinders will be molded and initial field cured in conformance with California Test 540. Test cylinders will be cured and tested after receipt at the testing laboratory in conformance with California Test 521. A strength test shall consist of the average strength of 2 cylinders fabricated from material taken from a single load of concrete, except that, if any cylinder should show evidence of improper sampling, molding, or testing, that cylinder shall be discarded and the strength test shall consist of the strength of the remaining cylinder.
- When concrete compressive strength is specified as a prerequisite to applying loads or stresses to a concrete structure or member, test cylinders for other than steam cured concrete will be cured in conformance with Method 1 of California Test 540. The compressive strength of concrete determined for these purposes will be evaluated on the basis of individual tests.

- When concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete strength to be used as a basis for acceptance of other than steam cured concrete will be determined from cylinders cured in conformance with Method 1 of California Test 540. If the result of a single compressive strength test at the maximum age specified or allowed is below the specified strength but is 95 percent or more of the specified strength, the Contractor shall, at the Contractor's expense, make corrective changes, subject to approval by the Engineer, in the mix proportions or in the concrete fabrication procedures, before placing additional concrete, and shall pay to the State \$14 for each in-place cubic meter of concrete represented by the deficient test. If the result of a single compressive strength test at the maximum age specified or allowed is below 95 percent of the specified strength, but is 85 percent or more of the specified strength, the Contractor shall make the corrective changes specified above, and shall pay to the State \$20 for each in place cubic meter of concrete represented by the deficient test. In addition, such corrective changes shall be made when the compressive strength of concrete tested at 7 days indicates, in the judgment of the Engineer, that the concrete will not attain the required compressive strength at the maximum age specified or allowed. Concrete represented by a single test which indicates a compressive strength of less than 85 percent of the specified 28-day compressive strength will be rejected in conformance with the provisions in Section 6-1.04, "Defective Materials."
- If the test result indicates that the compressive strength at the maximum curing age specified or allowed is below the specified strength, but 85 percent or more of the specified strength, payments to the State as required above shall be made, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength of the concrete placed in the work meets or exceeds the specified 28-day compressive strength. If the test result indicates a compressive strength at the maximum curing age specified or allowed below 85 percent, the concrete represented by that test will be rejected, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength and quality of the concrete placed in the work are acceptable. If the evidence consists of tests made on cores taken from the work, the cores shall be obtained and tested in conformance with the requirements in ASTM Designation: C 42.
  - No single compressive strength test shall represent more than 250 cubic meters.
- When a precast concrete member is steam cured, the compressive strength of the concrete will be determined from test cylinders which have been handled and stored in conformance with Method 3 of California Test 540. The compressive strength of steam cured concrete will be evaluated on the basis of individual tests representing specific portions of production. When the concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete shall be considered to be acceptable whenever its compressive strength reaches the specified 28-day compressive strength provided that strength is reached in not more than the maximum number of days specified or allowed after the member is cast.
- If concrete is specified by compressive strength, then materials, mix proportions, mixing equipment, and procedures proposed for use shall be prequalified prior to placement of the concrete. Prequalification shall be accomplished by the submission of acceptable certified test data or trial batch reports by the Contractor. Prequalification data shall be based on the use of materials, mix proportions, mixing equipment, procedures, and size of batch proposed for use in the work.
- Certified test data, in order to be acceptable, must indicate that not less than 90 percent of at least 20 consecutive tests exceed the specified strength at the maximum number of cure days specified or allowed, and none of those tests are less than 95 percent of specified strength. Strength tests included in the data shall be the most recent tests made on concrete of the proposed mix design and all shall have been made within one year of the proposed use of the concrete.
- Trial batch test reports, in order to be acceptable, must indicate that the average compressive strength of 5 consecutive concrete cylinders, taken from a single batch, at not more than 28 days (or the maximum age allowed) after molding shall be at least 4 MPa greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches which were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.
- Tests shall be performed in conformance with either the appropriate California Test methods or the comparable ASTM test methods. Equipment employed in testing shall be in good condition and shall be properly calibrated. If the tests are performed during the life of the contract, the Engineer shall be notified sufficiently in advance of performing the tests in order to witness the test procedures.
  - The certified test data and trial batch test reports shall include the following information:
  - A. Date of mixing.
  - B. Mixing equipment and procedures used.
  - C. The size of batch in cubic meters and the mass, type and source of ingredients used.
  - D. Penetration of the concrete.
  - E. The air content of the concrete if an air-entraining admixture is used.
  - F. The age at time of testing and strength of concrete cylinders tested.

- Certified test data and trial batch test reports shall be signed by an official of the firm which performed the tests.
- When approved by the Engineer, concrete from trial batches may be used in the work at locations where concrete of a lower quality is required and the concrete will be paid for as the type or class of concrete required at that location.
- After materials, mix proportions, mixing equipment, and procedures for concrete have been prequalified for use, additional prequalification by testing of trial batches will be required prior to making changes which, in the judgment of the Engineer, could result in a lowering of the strength of the concrete below that specified.
- The Contractor's attention is directed to the time required to test trial batches. The Contractor shall be responsible for production of trial batches at a sufficiently early date so that the progress of the work is not delayed.
- When precast concrete members are manufactured at the plant of an established manufacturer of precast concrete members, the mix proportions of the concrete shall be determined by the Contractor, and a trial batch and prequalification of the materials, mix proportions, mixing equipment, and procedures will not be required.

Section 90-10.02A, "Portland Cement," of the Standard Specifications is renamed "Cementitious Material" and is amended to read:

## 90-10.02A CEMENTITIOUS MATERIAL

• Cementitious material shall conform to the provisions in Section 90-1.01, "Description." Compressive strength requirements consist of a minimum strength which must be attained before various loads or stresses are applied to the concrete and, for concrete designated by strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or are shown on the plans.

The fifth paragraph in Section 90-10.02B, "Aggregate," of the Standard Specifications is deleted. Section 90-10.03, "Production," of the Standard Specifications is amended to read:

## 90-10.03 PRODUCTION

- Cementitious material, water, aggregate, and admixtures shall be stored, proportioned, mixed, transported, and discharged in conformance with recognized standards of good practice, which will result in concrete that is thoroughly and uniformly mixed, which is suitable for the use intended, and which conforms to provisions specified herein. Recognized standards of good practice are outlined in various industry publications such as those issued by American Concrete Institute, AASHTO, or California Department of Transportation.
- The cementitious material content of minor concrete shall conform to the provisions in Section 90-1.01, "Description."
- The amount of water used shall result in a consistency of concrete conforming to the provisions in Section 90-6.06, "Amount of Water and Penetration." Additional mixing water shall not be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer.
- Discharge of ready-mixed concrete from the transporting vehicle shall be made while the concrete is still plastic and before stiffening occurs. An elapsed time of 1.5 hours (one hour in non-agitating hauling equipment), or more than 250 revolutions of the drum or blades, after the introduction of the cementitious material to the aggregates, or a temperature of concrete of more than 32°C will be considered as conditions contributing to the quick stiffening of concrete. The Contractor shall take whatever action is necessary to eliminate quick stiffening, except that the addition of water will not be permitted.
  - The required mixing time in stationary mixers shall be not less than 50 seconds or more than 5 minutes.
- The minimum required revolutions at mixing speed for transit-mixed concrete shall be not less than that recommended by the mixer manufacturer, and shall be increased, if necessary, to produce thoroughly and uniformly mixed concrete.
- Each load of ready-mixed concrete shall be accompanied by a weight certificate which shall be delivered to the Engineer at the discharge location of the concrete, unless otherwise directed by the Engineer. The weight certificate shall be clearly marked with the date and time of day when the load left the batching plant and, if hauled in truck mixers or agitators, the time the mixing cycle started.
- A Certificate of Compliance conforming to the provisions in Section 6–1.07, "Certificates of Compliance," shall be furnished to the Engineer, prior to placing minor concrete from a source not previously used on the contract, stating that minor concrete to be furnished meets contract requirements, including minimum cementitious material content specified.

The third and fourth paragraphs in Section 90-11.02, "Payment," of the Standard Specifications are amended to read:

- Should the Engineer order the Contractor to incorporate admixtures into the concrete when their use is not required by these specifications or the special provisions, furnishing the admixtures and adding them to the concrete will be paid for as extra work as provided in Section 4-1.03D.
- Should the Contractor use admixtures in conformance with the provisions in Section 90-4.05, "Optional Use of Chemical Admixtures," or Section 90-4.07, "Optional Use of Air-entraining Admixtures," or should the Contractor request and obtain permission to use other admixtures for the Contractor's benefit, the Contractor shall furnish those admixtures and incorporate them in the concrete at the Contractor's expense and no additional compensation will be allowed therefor.

#### **SECTION 8-3. WELDING**

# 8-3.01 WELDING ELECTRODES

Flux core welding electrodes conforming to the requirements of AWS A5.20 E6XT-4 or E7XT-4 shall not be used to perform any type of welding for this project.

## SECTION 9. DESCRIPTION OF BRIDGE WORK

The bridge work to be done consists in general, of removing concrete on the bridge deck surface and installing a soffit access opening to the following structures:

MCCONNEL OVERHEAD (Bridge No. 24-0073R)

AMERICAN RIVER BRIDGE (Bridge No. 24-0003)

YOLO BYPASS BRIDGE (Bridge No. 22-0124L/R)

YOLO CAUSEWAY WEST (Bridge No. 22-0044)

YOLO CAUSEWAY EAST (Bridge No. 22-0045)

AMERICAN RIVER BRIDGE (Bridge No. 24-0068R/L)

# SECTION 10. CONSTRUCTION DETAILS SECTION 10-1. GENERAL

#### 10-1.01 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

The first order of work shall be to place the order for the roadside weather information system (RWIS) equipment and commence work on the utility service connections for changeable message sign Location 1. The Engineer shall be furnished a statement from the vendor that the order for the RWIS equipment has been received and accepted by the vendor.

At those locations exposed to public traffic where guard railings are to be constructed, the Contractor shall schedule operations so that at the end of each working day there shall be no post holes open nor shall there be any railing or barrier posts installed without the blocks and rail elements assembled and mounted thereon.

# 10-1.02 WATER POLLUTION CONTROL

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, dated April 1997, and addenda thereto issued up to and including the date of advertisement of the project, hereafter referred to as the "Handbook." Copies of the Handbook may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

The Contractor shall know and fully comply with the applicable provisions of the Handbook and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the Department and made part of the contract, it is expressly agreed that the Department assumes no responsibility whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the requirements set forth in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Handbook and Federal, State, and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, an amount of the money due the Contractor under the contract, as determined by the Department, may be retained by the State of California until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
- C. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the provisions in this section "Water Pollution Control" shall not relieve the Contractor from the Contractor's responsibilities as provided in Section 7, "Legal Relations and Responsibilities," of the Standard Specifications.

## WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND UPDATES

As part of the water pollution control work, a Water Pollution Control Program, hereafter referred to as the "WPCP," is required for this contract. The WPCP shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Handbook, and these special provisions.

No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the WPCP has been approved by the Engineer.

Within 10 days after the approval of the contract, the Contractor shall submit 3 copies of the WPCP to the Engineer. The Engineer will have 7 days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within 7 days of receipt of the Engineer's comments. The Engineer will have 7 days to review the revisions. Upon the Engineer's approval of the WPCP, 3 additional copies of the WPCP incorporating the required changes shall be submitted to the Engineer. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the WPCP. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions or amendments are being completed.

The WPCP shall identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and shall identify water pollution control measures, hereafter referred to as control measures, to be constructed, implemented, and maintained in order to reduce to the extent feasible pollutants in storm water discharges from the construction site during construction under this contract.

The WPCP shall incorporate control measures in the following categories:

- A. Soil stabilization practices;
- B. Sediment control practices;
- C. Sediment tracking control practices;
- D. Wind erosion control practices; and
- E. Nonstorm water management and waste management and disposal control practices.

Specific objectives and minimum requirements for each category of control measures are contained in the Handbook.

The Contractor shall consider the objectives and minimum requirements presented in the Handbook for each of the above categories. When minimum requirements are listed for any category, the Contractor shall incorporate into the WPCP and implement on the project, one or more of the listed minimum controls required in order to meet the pollution control objectives for the category. In addition, the Contractor shall consider other control measures presented in the Handbook and shall incorporate into the WPCP and implement on the project the control measures necessary to meet the objectives of the WPCP. The Contractor shall document the selection process in conformance with the procedure specified in the Handbook.

The WPCP shall include, but not be limited to, the following items as described in the Handbook:

- A. Project description and Contractor's certification;
- B. Project information;
- C. Pollution sources, control measures, and water pollution control drawings; and
- D. Amendments, if any.

The Contractor shall amend the WPCP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The WPCP shall be amended if the WPCP has not achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved WPCP, which are required on the project to control water pollution effectively. Amendments to the WPCP shall be submitted for review and approval by the Engineer in the same manner specified for the initially approved WPCP. Amendments shall be dated and attached to the onsite WPCP document.

The Contractor shall keep a copy of the WPCP, together with updates, revisions and amendments at the project site.

## WPCP IMPLEMENTATION

Upon approval of the WPCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the WPCP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of control measures are specified in the Handbook and these special provisions.

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the winter season, defined as between October 15 and April 15.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas on the project site shall be completed, except as provided for below, not later than 20 days prior to the beginning of the winter season or upon start of applicable construction activities for projects which begin either during or within 20 days of the winter season.

Throughout the winter season, the active, soil-disturbed area of the project site shall be not more than 1.9 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the WPCP.

Throughout the winter season, soil-disturbed areas on the project site shall be considered to be nonactive whenever soil disturbing activities are expected to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become nonactive either during the winter season or within 20 days thereof shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following work day. The weather forecast shall be monitored by the Contractor on a daily basis. The National Weather Service forecast shall be used. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, and functioning control measures shall be deployed prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the WPCP for sediment tracking, wind erosion, nonstorm water management, and waste management and disposal.

The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the provisions in this section "Water Pollution Control" as determined by the Engineer.

## **MAINTENANCE**

To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the WPCP. The Contractor shall identify corrective actions and time needed to address any deficient measures or reinitiate any measures that have been discontinued.

The construction site inspection checklist provided in the Handbook shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. One copy of each site inspection record shall be submitted to the Engineer.

During the winter season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

- A. Prior to a forecast storm;
- B. After all precipitation which causes runoff capable of carrying sediment from the construction site;
- C. At 24-hour intervals during extended precipitation events; and
- D. Routinely, at a minimum of once every 2 weeks.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation events. The correction of deficiencies shall be at no additional cost to the State.

#### **PAYMENT**

Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Those control measures which are shown on the plans and for which there is a contract item of work will be measured and paid for as that contract item of work.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the provisions in this section "Water Pollution Control" as determined by the Engineer.

Retentions for failure to conform to the provisions in this section "Water Pollution Control" shall be in addition to the other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the provisions in this section will be released for payment on the next monthly estimate for partial payment following the date that a WPCP has been implemented and maintained and water pollution is adequately controlled, as determined by the Engineer.

## 10-1.03 COOPERATION

Attention is directed to Section 7-1.14, "Cooperation," and Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions.

It is anticipated that work by another contractor (EA 382901) to start around April 1, 2000 on Route 80 at West Capitol Avenue (KP 14.4 to KP 16.1) may be in progress adjacent to or within the limits of this project during progress of the work on this contract. The Contractor shall cooperate with the other contractors with traffic control and items of work affecting the progress of either project.

# 10-1.04 PROGRESS SCHEDULE

Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications.

#### 10-1.05 OBSTRUCTIONS

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 150 mm in diameter or pipelines operating at pressures greater than 415 kPa (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

#### 10-1.06 CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to the provisions in "Approved Traffic Products" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels.

Attention is directed to "Construction Project Information Signs" of these special provisions regarding the number and type of construction project information signs to be furnished, erected, maintained, and removed and disposed of.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Approved Traffic Products" of these special provisions.

Whenever work is performed without lane closures or shoulder closures, a 1219 mm x 1219 mm C23 "ROAD WORK AHEAD" or 1219 mm x 1219 mm C24 "SHOULDER WORK AHEAD" and a 914 mm x 457 mm C14 "END ROAD WORK" shall be placed where directed by the Engineer. The C23 or C24 sign installations shall be equipped with flags.

Full compensation for furnishing, placing, maintaining, and removing the construction area signs shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

At maintenance pullout locations, construction area signs shall be maintained 24 hours per day until construction of the maintenance pullouts is completed, as determined by the Engineer.

## 10-1.07 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the provisions in "Public Safety" and "Portable Changeable Message Sign", of these special provisions and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

Lane and ramp closures shall conform to the provisions in section "Traffic Control System for Lane Closure" of these special provisions.

Any traffic control operation may involve support by the California Highway Patrol (CHP). The Contractor shall prepare written lane closure schedules in accordance with the requirements listed in "Lane Closure Requirements and Conditions," elsewhere in these special provisions. Any costs incurred by the CHP, as a result of late notification to the Engineer of cancellation of a lane closure will be deducted from any moneys due, or may become due, the Contractor under the contract.

Personal vehicles of the Contractor's employees shall not be parked within the right of way.

On Route 5, 50, 51, 80, and 99, a portable changeable message sign shall be placed for each lane, ramp, shoulder and detour to next ramp closure, in advance of the first warning sign as shown on the plans, unless otherwise directed by the Engineer. Where advance warning signs in both directions are required, a portable changeable message sign shall be placed in advance of the first warning sign, for each direction of travel.

On multilane roadways, whenever vehicles or equipment are parked on the shoulder within 1.8 m of a traffic lane, the shoulder area shall be closed as shown on the plans.

Except as noted herein, lanes and ramps shall be closed only during the hours shown on the charts included in this section "Maintaining Traffic." Except work required under Sections 7-1.08 and 7-1.09, work that interferes with public traffic shall be performed only during the hours shown for lane closures.

The Contractor shall notify the Engineer, 7 calendar days in advance of closing any ramp. A portable changeable message sign shall be placed a minimum of 7 calendar days in advance of closing the ramps. When ramps are closed, public traffic shall be detoured to the next ramp as approved by the Engineer. When portable changeable message signs are no longer required, they shall be removed as directed by the Engineer

No two consecutive on-ramps or consecutive off-ramps in the same direction of travel shall be closed at the same time except as otherwise provided in these special provisions and as permitted by the Engineer.

At locations exposed to public traffic when performing bridge removal (portion) and replacing deck closures as shown on the plans, the Contractor shall schedule his work operations so that at the end of each work shift there are no deck openings. At the end of the work shift for any closure pour all traffic lanes are to be open as shown on the charts included in this section "Maintaining Traffic".

The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When a designated legal holiday falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor, if in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing. All other modifications will be made by contract change order.

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	Chart No. 9 Multilane Lane Requirements																							
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	Chart No. 10 Multilane Lane Requirements																							
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FROM HOUR TO HOUR	2	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10 1	1 12
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Day before designated legal holiday & Designated legal holidays  Legend:  1 One lane, a minimum of 3.4 m shall be open in direction of travel  2 Two adjacent lanes open in direction of travel.  3 Three adjacent lanes open in direction of travel.  No lane closure allowed																								
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#### 10-1.08 CLOSURE REQUIREMENTS AND CONDITIONS

Lane closures shall conform to the provisions in "Maintaining Traffic" of these special provisions and these special provisions.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system.

# **CLOSURE SCHEDULE**

By noon Monday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Friday noon through the following Friday noon.

The Closure Schedule shall show the locations and times when the proposed closures are to be in effect. The Contractor shall use the Closure Schedule request forms furnished by the Engineer. Closure Schedules submitted to the Engineer with incomplete, unintelligible or inaccurate information will be returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

Amendments to the Closure Schedule, including adding additional closures, shall be submitted to the Engineer, in writing, at least 3 working days in advance of a planned closure. Approval of amendments to the Closure Schedule will be at the discretion of the Engineer.

The Contractor shall confirm, in writing, all scheduled closures by no later than 8:00 a.m. 3 working days prior to the date on which the closure is to be made. Approval or denial of scheduled closures will be made no later than 4:00 p.m. 2 working days prior to the date on which the closure is to be made. Closures not confirmed or approved will not be allowed.

Confirmed closures that are cancelled due to unsuitable weather may be rescheduled at the discretion of the Engineer for the following working day.

# CONTINGENCY PLAN

The Contractor shall prepare a contingency plan for reopening closures to public traffic. The Contractor shall submit the contingency plan for a given operation to the Engineer within one working day of the Engineer's request.

## LATE REOPENING OF CLOSURES

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. The Contractor shall not make any further closures until the Engineer has accepted a work plan, submitted by the Contractor, that will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

At location 1 and 5 on Route 80 for each 15-minute interval, or fraction thereof past the time specified to reopen the closure, the Department will deduct \$7,300.00 per interval from moneys due or that may become due the Contractor under the contract.

At location 2, 3, and 4 and 6 and 7 on Route 5, 99, 51, and 50 for each 15-minute interval, or fraction thereof past the time specified to reopen the closure, the Department will deduct \$12,000.00 and \$3,500.00 \$17,800.00 and \$24,200.00, respectively, and per interval from moneys due or that may become due the Contractor under the contract.

#### **COMPENSATION**

The Contractor shall notify the Engineer of any delay in the Contractor's operations due to the following conditions, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of those conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment and plant, the delay will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09:

- A. The Contractor's proposed Closure Schedule is denied and his planned closures are within the time frame allowed for closures in "Maintaining Traffic" of these special provisions, except that the Contractor will not be entitled to any compensation for amendments to the Closure Schedule that are not approved.
- B. The Contractor is denied a confirmed closure.

Should the Engineer direct the Contractor to remove a closure prior to the time designated in the approved Closure Schedule, any delay to the Contractor's schedule due to removal of the closure will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09.

## 10-1.09 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system shall consist of closing traffic lanes and ramps in conformance with the details shown on the plans, the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" of these special provisions, and these special provisions.

The provisions in this section will not relieve the Contractor of responsibility for providing additional devices or taking measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

During traffic stripe operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled, at the option of the Contractor, with either stationary or moving lane closures. During other operations, traffic shall be controlled with stationary lane closures. Attention is directed to the provisions in Section 84-1.04, "Protection From Damage," and Section 85-1.06, "Placement," of the Standard Specifications.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

#### STATIONARY LANE CLOSURE

When lane and ramp closures are made for work periods only, at the end of each work period, components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations, designated by the Engineer within the limits of the highway right of way.

Each vehicle used to place, maintain and remove components of a traffic control system on multilane highways shall be equipped with a Type II flashing arrow sign, cellular phones and radios which shall be in operation when the vehicle is being used for placing, maintaining or removing the components. Vehicles equipped with Type II flashing arrow sign not involved in placing, maintaining or removing the components when operated within a stationary type lane closure shall only display the caution display mode. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The

flashing arrow sign shown on the plans shall not be used on the vehicles which are doing the placing, maintaining and removing of components of a traffic control system and shall be in place before a lane closure requiring the sign's use is completed.

The traffic cones shown to be placed transversely across closed traffic lanes and shoulders on the plans entitled "Traffic Control System for Lane Closures on Freeways and Expressways" and "Traffic Control System for Lane and Complete Closures on Freeways and Expressways" shall not be placed.

#### MOVING LANE CLOSURE

Flashing arrow signs used in moving lane closures shall be truck-mounted. Changeable message signs used in moving lane closure operations shall conform to the provisions in Section 12-3.12, "Portable Changeable Message Signs," of the Standard Specifications, except the signs shall be truck-mounted and the full operation height of the bottom of the sign may be less than 2.1 m above the ground, but should be as high as practicable.

Flashing arrow signs shall be in the caution display mode when used on 2-lane, 2-way highways.

Truck-mounted attenuators (TMA) for use in moving lane closures shall be any of the following approved models, or equal:

- A. Hexfoam TMA Series 3000, Alpha 1000 TMA Series 1000 and Alpha 2001 TMA Series 2001, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone (312) 467-6750.
  - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX (916) 387-9734.
  - Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274.
- B. Cal T-001 Model 2 or Model 3, manufacturer and distributor: Hexcel Corporation, 11711 Dublin Boulevard, P.O. Box 2312, Dublin, CA 94568, Telephone (510) 828-4200.
- C. Renco Rengard Model Nos. CAM 8-815 and RAM 8-815, manufacturer and distributor: Renco Inc., 1582 Pflugerville Loop Road, P.O. Box 730, Pflugerville, TX 78660-0730, Telephone 1-800-654-8182.

Each TMA shall be individually identified with the manufacturer's name, address, TMA model number, and a specific serial number. The names and numbers shall each be a minimum 13 mm high and located on the left (street) side at the lower front corner. The TMA shall have a message next to the name and model number in 13 mm high letters which states, "The bottom of this TMA shall be  $\_\_\_$  mm  $\pm$   $\_\_\_$  mm above the ground at all points for proper impact performance." Any TMA which is damaged or appears to be in poor condition shall not be used unless recertified by the manufacturer. The Engineer shall be the sole judge as to whether used TMAs supplied under this contract need recertification. Each unit shall be certified by the manufacturer to meet the requirements for TMA in conformance with the standards established by the Transportation Laboratory.

Approvals for new TMA designs proposed as equal to the above approved models shall be in conformance with the procedures (including crash testing) established by the Transportation Laboratory. For information regarding submittal of new designs for evaluation contact: Transportation Laboratory, 5900 Folsom Boulevard, Sacramento, California 95819.

New TMAs proposed as equal to approved TMAs or approved TMAs determined by the Engineer to need recertification shall not be used until approved or recertified by the Transportation Laboratory.

#### **PAYMENT**

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor, materials (including signs), tools, equipment, and incidentals (including cellular phones and radios), and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. The adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the extra work.

## 10-1.10 PORTABLE CHANGEABLE MESSAGE SIGN

Portable changeable message signs shall be furnished, placed, operated, and maintained during each lane, ramp, or shoulder closures, and detour to next ramp at locations approved by the Engineer in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

The number of portable changeable message signs required at any one time will be determined by the number of lane, ramp, or shoulder closures and detour to next ramp that the Contractor determines are necessary for his operations.

Portable changeable message signs will be paid for on a lump sum basis.

The contract lump sum price paid for portable changeable message sign shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for all the compensation for furnishing, placing, operating, maintaining, repairing, replacing, transporting from location to location, changing messages daily when requested by the Engineer, and removing the portable changeable message signs, complete in place, as specified in the Standard Specification and these special provisions, and as directed by the Engineer.

Attention is directed to "Maintaining Traffic" of these special provisions regarding the use of the portable changeable message signs.

#### 10-1.11 TEMPORARY CRASH CUSHION MODULE

This work shall consist of furnishing, installing, and maintaining sand filled temporary crash cushion modules in groupings or arrays at each location shown on the plans, as specified in these special provisions or where designated by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in conformance with the details shown on the plans and these special provisions.

Attention is directed to "Public Safety", and "Order of Work", of these special provisions.

## **GENERAL**

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 4.6 m or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

#### **MATERIALS**

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or TrafFix Sand Barrels manufactured after March 31, 1997, or equal:

- A. Energite III Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone 1-312-467-6750, FAX 1-800-770-6755.
  - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
  - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
- B. Fitch Inertial Modules, manufactured by Roadway Safety Service, Inc., 1050 North Rand Road, Wauconda, IL 60084, Telephone 1-800-426-0839, FAX 1-847-487-9820.
  - Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
  - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
- C. TrafFix Sand Barrels, manufactured by TrafFix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672, Telephone 1-949-361-5663, FAX 1-949-361-9205.
  - Russ Enterprises, Inc., 1533 Berger Drive, San Jose, CA 95112, Telephone 1-408-287-4303, FAX 1-408-287-1929.
  - 2. Statewide Safety, P.O. Box 1440, Pismo Beach, CA 93448, Telephone 1-800-559-7080, FAX 1-805-929-5786. Contract No. 03-385704

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color, as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in kilograms for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

#### INSTALLATION

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

#### MEASUREMENT AND PAYMENT

Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions will not be measured nor paid for.

## 10-1.12 EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

## **EXISTING HIGHWAY IRRIGATION FACILITIES**

Existing irrigation facilities within the limits of work shall remain in place. Irrigation facilities that are damaged by the Contractor's operation shall be reported immediately to the Engineer.

Existing below ground irrigation facilities will be marked by the Engineer. Marked Irrigation facilities injured or damaged by the Contractor's operations shall be repaired or replaced at the Contractor's expense. The replacement and repair of injured or damaged unmarked below ground irrigation facilities will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Water shall be maintained in conformance with the provisions in Section 20-5.025, "Maintain Existing Water Supply," of the Standard Specifications.

Plans of the existing bridges may be requested by fax from the Office of Structure Maintenance and Investigations, 1801 30th Street, Sacramento, CA, Fax (916) 227-8357.

Plans of the existing bridges available to the Contractor are reproductions of the original contract plans with significant changes noted and working drawings and do not necessarily show normal construction tolerances and variances. Where dimensions of new construction required by this contract are dependent on the dimensions of the existing bridges, the Contractor shall verify the controlling field dimensions and shall be responsible for adjusting dimensions of the work to fit existing conditions.

Attention is directed to Section 7-1.06, "Safety and Health Provisions," of the Standard Specifications. Work practices and worker health and safety shall conform to the California Division of Occupational Safety and Health Construction Safety Orders Title 8, of the California Code of Regulations including Section 5158, "Other Confined Space Operations."

# REMOVE ASPHALT CONCRETE DIKE

Existing asphalt concrete dike, where shown on the plans to be removed, shall be removed.

The dike shall be removed in such a manner that the surfacing which is to remain in place is not damaged.

The dike shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

Full compensation for removing asphalt concrete dike shall be considered as included in the contract price paid per cubic meter for roadway excavation and no separate payment will be made therefor.

#### 10-1.12A BRIDGE REMOVAL

Removing portions of bridges shall conform to the provisions in Section 15-4, "Bridge Removal," of the Standard Specifications and these special provisions.

Bridge Removal (Portion) shall consist of removing concrete by either sawcutting or coring through the concrete bridge decks as shown on the plans for the following structures:

Bridge Removal (Portion), Location A- McConnell Overhead (Bridge No. 24-0073R) Bridge Removal (Portion), Location B- American River Bridge (Bridge No. 24-0003) Bridge Removal (Portion), Location C- Yolo Bypass Bridge (Bridge No. 22-0124R/L) Bridge Removal (Portion), Location D- Yolo Causeway West (Bridge No. 22-0044)

Bridge Removal (Portion), Location E- Yolo Causeway West (Bridge No. 22-0045)

Bridge Removal (Portion), Location F- American River Bridge (Bridge No. 24-0068R/L)

At the American River Bridge (Bridge No. 24-0068R/L), coring is also required in the bridge soffit.

The concrete removal is necessary in order to install surface sensors and rigid steel conduit on the various concrete bridge decks.

Attention is directed to "Pavement Surface Sensors," and Section 86, "Signals, Lighting, and Electrical Systems" elsewhere in these special provisions.

All removed materials that are not to be salvaged or used in the reconstruction shall become the property of the Contractor and shall be disposed outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

## **CORE CONCRETE**

Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

Coring concrete shall consist of coring holes through reinforced concrete bridge members as shown on the plans, and with the requirements in these special provisions.

The holes shall be cored by methods that will not shatter or damage the concrete adjacent to the holes.

Water for core drilling operations shall be from the local domestic water supply or shall not contain more than 1000 parts per million of chlorides as Cl, nor more than 1300 parts per million of sulfates as SO<sub>4</sub>, nor shall it contain any impurities in a sufficient amount to cause discoloration of the concrete or produce etching of the surface.

Water from core drilling operations shall not be permitted to fall on public traffic, to flow across shoulders or lanes occupied by public traffic, or to flow into gutters or other drainage facilities.

Full compensation for coring holes of the various sizes as shown on the plans and as necessary to perform the work, including control of water from core drilling and repairing any damaged reinforcement, shall be considered as included in the contract lump sum price paid for Bridge Removal (Portion), Locations A-F and no separate payment will be allowed therefor.

## **ACCESS OPENING, SOFFIT**

Access openings in bridge soffits shall consist of removing portions of existing box girder bridge soffits at the locations and to the dimensions shown on the plans.

A 19 mm deep saw cut shall be made around the perimeter of the soffit areas to be removed.

Bar reinforcing steel shall be removed as shown on the plans. The ends of the remaining bars shall be coated with 2 applications of a zinc-rich primer in the same manner specified for exposed ends of prestressing steel in Section 50-1.05, "Prestressing Steel," of the Standard Specifications.

Within a cell where work is to be performed, existing formwork and miscellaneous concrete that will interfere with the work shall be removed. All material removed shall become the property of the Contractor and shall be disposed of outside the highway right of way as provided in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

When no longer required, soffit access openings shall be closed as shown on the plans. All materials, including galvanized sheet metal covers, steel hardware, hinges, and corrosion resistant concrete expansion anchorage devices, shall be commercial quality.

Thread locking system shall conform to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications.

Unless specified as an option, using deck access openings in lieu of soffit access openings will not be allowed.

Access openings through soffits will be measured and paid for by the unit as access opening, soffit. Openings to be paid for will be determined from actual count of the completed units in place.

The contract unit price paid for access opening, soffit shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the soffit access opening, complete in place, including closing the soffit access opening and removing forms and miscellaneous concrete, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### REMOVE CONCRETE

Concrete, where shown on the plans to be removed, shall be removed and disposed of.

Removed concrete shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Full compensation for removing concrete curb shall be considered as included in the contract price paid per cubic meter for roadway excavation and no separate payment will be made therefor.

## 10-1.13 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 50 mm before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the contract price paid per cubic meter for roadway excavation and no additional compensation will be allowed therefor.

#### 10-1.14 AGGREGATE BASE

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

The restriction that the amount of reclaimed material included in Class 2 aggregate base not exceed 50 percent of the total volume of the aggregate used shall not apply. Aggregate for Class 2 aggregate base may include reclaimed glass. Aggregate base incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate base.

#### 10-1.15 ASPHALT CONCRETE

This work shall consist of furnishing and placing asphalt concrete in conformance with these special provisions. Asphalt binder shall be Grade AR-4000, unless otherwise ordered by the Engineer.

Asphalt concrete shall be produced at an established commercial mixing plant. The aggregate and asphalt binder shall be heated and mixed thoroughly.

The maximum size aggregate shall be 19 mm.

Prior to spreading asphalt concrete, a paint binder of asphaltic emulsion or of paving asphalt shall be furnished and applied uniformly to the pavement to be surfaced and to contact surfaces of cold pavement joints, curbs, gutters and to other surfaces designated by the Engineer. If paving asphalt is furnished, the paving asphalt shall be applied at a temperature of not less than 140°C or more than 175°C.

Asphalt concrete shall be spread and compacted by methods that will produce an asphalt concrete surfacing true to grade and cross section, of uniform smoothness and texture, compacted firmly and free from depressions, humps or irregularities.

Compensation for the work performed under this section "Asphalt Concrete," shall conform to the provisions in Section 39-8.01, "Measurement," and Section 39-8.02, "Payment," of the Standard Specifications.

## 10-1.16 SIGN STRUCTURES

Sign structures and foundations for overhead signs shall conform to the provisions in Section 56-1, "Overhead Sign Structures," of the Standard Specifications and these special provisions.

Before commencing fabrication of sign structures, the Contractor shall submit 2 sets of working drawings to the Engineer in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings." The working drawings shall include sign panel dimensions, span lengths, post heights, anchorage layouts, proposed splice locations, a snugging and

tensioning pattern for anchor bolts and high strength bolted connections, and details for permanent steel anchor bolt templates. The working drawings shall be supplemented with a written quality control program that includes methods, equipment, and personnel necessary to satisfy the requirements specified herein and in the special provisions.

Working drawings shall be 559 mm x 864 mm or 279 mm x 432 mm in size and each drawing and calculation sheet shall include the State assigned designations for the contract number, sign structure type and reference as shown on the contract plans, District-County-Route-Kilometer Post, and contract number.

The Engineer shall have 20 working days to review the sign structure working drawings after a complete submittal has been received. No fabrication or installation of sign structures shall be performed until the working drawings are approved in writing by the Engineer.

Should the Engineer fail to complete the review within the time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the sign structure working drawings, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays."

The third paragraph of Section 56-1.01, "Description," of the Standard Specifications shall not apply.

Sign Structure Name/No.	Location	Review Time - (Working Days)

A permanent steel template shall be used to maintain the proper anchor bolt spacing.

One top nut, one leveling nut, and 2 washers shall be provided for the upper threaded portion of each anchor bolt.

Surfaces of base plates which are to come in contact with concrete, grout, or washers and leveling nuts shall be flat to within 3 mm tolerance in 305 mm, and to within 5 mm tolerance overall. Faying surfaces of plates in high-strength bolted connections including flange surfaces of field splices, chord joints, and frame junctures, and contact surfaces of plates used for breakaway slip base assemblies shall be flat to within 2 mm tolerance in 305 mm, and within 3 mm tolerance overall.

Thermally cut holes made in tubular members of sign supports, other than holes in base and flange plates, shall initially be made a minimum of 2 mm undersized, and then be mechanically enlarged by reaming or grinding to the final required size and shape. All edges shall have a surface roughness of not greater than  $6.35 \, \mu m$ . Round holes may be drilled to the exact final diameter. No holes shall be made in members unless the holes are shown on the plans or are approved in writing by the Engineer.

The sixth through the thirteenth paragraphs in Section 56-1.03, "Fabrication," of the Standard Specifications are amended to read:

- High-strength bolted connections, where shown on the plans, shall conform to the provisions in Section 55-3.14, "Bolted Connections," except that only fastener assemblies consisting of a high-strength bolt, nut, hardened washer and direct tension indicator shall be used.
- High-strength fastener assemblies, and any other bolts, nuts, and washers attached to sign structures shall be zinc-coated by the mechanical deposition process.
- An alternating snugging and tensioning pattern for anchor bolts and high-strength bolted splices shall be used. Once tensioned, high-strength fastener components and direct tension indicators shall not be reused.
- For bolt diameters less than 10 mm, the diameter of the bolt hole shall be not more than 0.80-mm larger than the nominal bolt diameter. For bolt diameters greater than or equal to 10 mm, the diameter of the bolt hole shall be not more than 1.6 mm larger than the nominal bolt diameter.
- Sign structures shall be fabricated into the largest practical sections prior to galvanizing.
- Ribbed sheet metal panels for box beam closed truss sign structures shall be fastened to the truss members by cap screws or bolts as shown on the plans, or by 4.76 mm stainless steel blind rivets conforming to Industrial Fasteners Institute, Standard IFI-114, Grade 51. The outside diameter of the large flange rivet head shall be not less than 15.88 mm in diameter. Web splices in ribbed sheet metal panels may be made with similar type blind rivets of a size suitable for the thickness of material being connected.
- Spalling or chipping of concrete structures shall be repaired by the Contractor at the Contractor's expense.

• Overhead sign supports shall have an aluminum identification plate permanently attached near the base, adjacent to the traffic side on one of the vertical posts, using either stainless steel rivets or stainless steel screws. As a minimum, the information on the plate shall include the name of the manufacturer, the date of manufacture and the contract number.

Steel members used for overhead sign structures shall receive nondestructive testing (NDT) in conformance with AWS D1.1 and the following:

A.

Weld Location	Weld Type	Minimum Required NDT
Welds for butt joint welds in tubular sections, nontubular sections, and posts	CJP groove weld with backing ring	100% UT or RT
Longitudinal seam welds*	PJP groove weld	25% MT
	CJP groove weld	100% UT or RT
Welds for base plate, flange plate, or end cap to post or mast arm	CJP groove weld	25% UT or RT
	Fillet weld	25% MT

<sup>\*</sup> Longitudinal seam welds shall have 60% minimum penetration, except that within 150 mm of any circumferential weld, longitudinal seam welds shall be CJP groove welds.

- B. A written procedure approved by the engineer shall be used when performing UT on material less than 8 mm thick. Contoured shoes shall be used when performing UT on round tubular sections under 1270 mm in diameter.
- C. When less than 100 percent of a weld is specified for NDT, and if defects are found during this inspection, additional NDT shall be performed. This additional NDT shall be performed on 25 percent of the total weld for all similar welds, as determined by the Engineer, produced for sign structures in the project. If any portion of the additional weld inspected is found defective, 100 percent of all similar welds produced for sign structures in the project, as determined by the Engineer, shall be tested.

Circumferential welds and base plate to post welds may be repaired only one time without written permission from the Engineer.

All ferrous metal parts of tubular sign structures shall be galvanized and shall not be painted.

Full compensation for furnishing anchor bolt templates and for testing of welds shall be considered as included in the contract price paid per kilogram for furnish sign structure (truss) and no additional compensation will be allowed therefor.

# 10-1.17 CHAIN LINK FENCE AND GATE

Chain link fence and gate shall be Type CL-1.8 and shall conform to the provisions in Section 80, "Fences," of the Standard Specifications and these special provisions.

Barbed wire supporting arms (extension arms) shall extend upwards from the tops of the fence posts at an approximate angle of 45 degrees and shall be fitted with clips or other suitable means for attaching 3 lines of barbed wire. The top outside wire shall be attached to the extension arm at a point approximately 300 mm above the top of the chain link fabric and 300 mm out from the fence line. The other wires shall be attached to the arm uniformly between the top of the fence and the top outside wire.

Barbed wire shall conform to the provisions in Section 80-3.01C, "Barbed Wire," of the Standard Specifications.

# 10-1.18 MARKERS AND DELINEATORS

Markers and delineators shall conform to the provisions in Section 82, "Markers and Delineators," of the Standard Specifications and these special provisions.

Markers and delineators on flexible posts shall conform to the provisions in "Approved Traffic Products" of these special provisions. Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone, and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects which affect appearance or serviceability.

Retroreflective sheeting for metal and flexible target plates shall be the retroreflective sheeting designated for channelizers, markers, and delineators conforming to the requirements in ASTM Designation: D 4956-95 and in conformance with the provisions in "Approved Traffic Products" of these special provisions.

## 10-1.19 METAL BEAM GUARD RAILING

Metal beam guard railing shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the Standard Specifications and these special provisions.

Attention is directed to "Order of Work" of these special provisions.

Line posts and blocks shall be wood.

Delete the ninth and eleventh paragraphs in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications.

The grades and species of wood posts and blocks shall be No. 1 timbers (also known as No. 1 structural) Douglas fir or No. 1 timbers Southern yellow pine. Wood posts and blocks shall be graded in conformance with the provisions in Section 57-2, "Structural Timber," of the Standard Specifications, except allowances for shrinkage after mill cutting shall in no case exceed 5 percent of the American Lumber Standards minimum sizes, at the time of installation.

Wood posts and blocks shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications with creosote, creosote coal tar solution, creosote petroleum solution (50-50), pentachlorophenol in hydrocarbon solvent, copper naphthenate, ammoniacal copper arsenate, or ammoniacal copper zinc arsenate. In addition to the preservatives listed above, Southern yellow pine may also be pressure treated with chromated copper arsenate. When other than one of the creosote processes is used, blocks shall have a minimum retention of 6.4 Kg/m<sup>3</sup>, and need not be incised.

## TERMINAL SYSTEM (TYPE SRT)

Terminal system (Type SRT) shall be furnished and installed as shown on the plans and in conformance with these special provisions.

Terminal system (Type SRT) shall be a SRT-350 Slotted Rail Terminal as manufactured by Syro, Inc., a Trinity Industries Company, and shall include all the items detailed for terminal system (Type SRT) shown on the plans.

Arrangements have been made to insure that any successful bidder can obtain the SRT-350 Slotted Rail Terminal from the manufacturer, Syro, Inc., a Trinity Industries Company, P.O. Box 99, 950 West 400S, Centerville, UT 84014, Telephone 1-800-772-7976. The price quoted by the manufacturer for the SRT-350 Slotted Rail Terminal, FOB Centerville, Utah is \$865.00, not including sales tax.

The above price will be firm for orders placed on or before December 31, 2000 provided delivery is accepted within 90 days after the order is placed.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that terminal systems (Type SRT) conform to the contract plans and specifications, conform to the prequalified design and material requirements and were manufactured in conformance with the approved quality control program.

The terminal system (Type SRT) shall be installed in conformance with the manufacturer's installation instructions and these requirements. At the Contractor's option, steel foundation tubes with soil plates attached, shall be either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 100 mm thick and each layer shall be moistened and thoroughly compacted. Wood terminal posts shall be inserted into the steel foundation tubes by hand. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 65°C or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system (Type SRT) has been constructed shall be disposed of in a uniform manner along the adjacent roadway where designated by the Engineer.

# 10-1.20 THRIE BEAM BARRIER

Thrie beam barrier shall conform to the provisions in Section 83-2, "Barriers," of the Standard Specifications and these special provisions.

Attention is directed to "Order of Work" of these special provisions.

## SECTION 10-3. SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

#### 10-3.01 DESCRIPTION

Roadside Weather Information System (RWIS), flashing beacons, Extinguishable Message Sign (EMS), Light Emmitting Diode (LED) EMS, Changeable Message Sign, (CMS), Highway Advisory Radio (HAR) shall conform to the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications and these special provisions.

RWIS equipment and conduit is included in the following structures:

A.	Yolo Causeway	No 22-0044 and 22-0045
В.	Sacramento River Bridge	No 22-0025
C.	Yolo Bypass Bridge	No 22-0124
D.	American River Bridge	No 24-0068
E.	McConnell OH Bridge	No 24-0073
F.	Sacramento River Bridge & OH	No 22-0026 R/L
G.	American River Bridge	No 24-0003
H.	Pioneer Bridge	No 24-0004

#### 10-3.02 ABBREVIATIONS

The following abbreviations are added to those listed in Section 1-1.02, "Abbreviations," of the Standard Specifications:

ESO - Electrical Safety Orders of the Division of Industrial Relations, State of California

NFPA - National Fire Protection Association

NEC - National Electrical Code

REA - Rural Electrification Administration

#### 10-3.03 DISSIMILAR METAL CONNECTIONS

A suitable galvanic inhibiting compound shall be applied to the threads of conduits and fittings of devices which are of dissimilar metals before connections are made.

# 10-3.04 FOUNDATIONS, SLAB AND BLOCK BASES

Portland cement concrete shall conform to Section 90-10, "Minor Concrete," of the Standard Specifications, these special provisions and shall contain not less than 280 kg of cement per cubic meter.

# 10-3.05 COST BREAK-DOWN

Cost break-downs shall conform to the provisions in Section 86-1.03, "Cost Break-Down," of the Standard Specifications and these special provisions.

The Engineer shall be furnished a cost break-down for each contract lump sum item of work described in this Section 10-

The cost break-down shall be submitted to the Engineer for approval within 15 days after the contract has been approved. The cost break-down shall be approved, in writing, by the Engineer before any partial payment for the items of electrical work will be made.

The cost breakdown shall include the following items in addition to those listed in the Standard Specifications:

- A. RWIS equipment by Remote Processing Unit (RPU)
- B. Pavement sensors and cable
- C. Communications equipment and hardware
- D. Video equipment
- E. EMS and LED EMS

#### 10-3.06 SCHEDULING OF WORK

The Contractor shall not perform any electrical work above ground until all electrical materials have been received by the Contractor. The Contractor may place underground materials such as conduit, pull boxes, and foundations prior to receiving all electrical materials.

## 10-3.07 EQUIPMENT LIST AND DRAWINGS

A maintenance manual and an operation manual shall be furnished. The maintenance manual and operation manual may be combined into one manual. The maintenance manual or combined maintenance and operation manual shall be submitted at the time the equipment is delivered for testing or, if ordered by the Engineer, prior to purchase. The maintenance manual shall include, but need not be limited to, the following items:

- A. Specifications
- B. Design characteristics
- C. General operation theory
- D. Function of all controls
- E. Trouble shooting procedure (diagnostic routine)
- F. Block circuit diagram
- G. Geographical layout of components
- H. Schematic diagrams
- I. List of replaceable component parts with stock numbers

## 10-3.08 CONDUIT

Conduit to be installed underground shall be Type 1 or Type 3 unless otherwise specified. Detector termination conduits shall be Type 3. Conduit to be installed in structures shall be Type 1.

The conduit between a foundation and the nearest pull box shall be Type 1 or Type 3.

Conduit sizes shown on the plans and specified in the Standard Specifications and these special provisions are referenced to metallic type conduit. When rigid non-metallic conduit is required or allowed, the nominal equivalent industry size shall be used as shown in the following table:

Size Designation for Metallic Type Conduit	Equivalent Size for Rigid Non-metallic Conduit
21	20
27	25
41	40
53	50
63	65
78	75
103	100

When a standard coupling cannot be used for joining Type 1 conduit, a UL listed threaded union coupling conforming to the provisions in Section 86-2.05C, "Installation," of the Standard Specifications, or a concrete-tight split coupling, or concrete-tight set screw coupling shall be used.

Conduit runs shown on the plans to be located behind the edge of the traveled way may be installed in the street, within 0.9-m of, and parallel with the edge of shoulder, by the "Trenching in Pavement Method" in conformance with the provisions in Section 86-2.05C, "Installation," of the Standard Specifications. Pull boxes shall be located behind the curb or at the locations shown on the plans.

After conductors have been installed, the ends of conduits terminating in pull boxes, service equipment enclosures, and controller cabinets shall be sealed with an approved type of sealing compound.

At locations where conduit is required to be installed under pavement and if a delay to vehicles will not exceed 5 minutes, conduit may be installed by the "Trenching in Pavement Method."

## **10-3.09 PULL BOXES**

Grout shall not be placed in the bottom of pull boxes

Pull boxes shall be the non-PCC type when not in a concrete surface, asphalt concrete surface, or where the pull box is not adjacent to a standard.

A pull box marker shall be placed at each pull box not in a concrete surface, asphalt concrete surface, or where the pull box is not adjacent to a standard. Markers shall comply with Class 1, Flexible Post Delineators as shown on Standard Plan Sheet A73C except no reflectorization will be required. A non-reflective green identification strip shall be applied to each marker.

The non-reflective green identification strips for pull box markers will be State-furnished as specified under "Materials" of these special provisions.

Full compensation for furnishing and installing pull box markers and applying State-furnished green identification strips shall be considered as included in the contract lump sum price paid for the electrical work requiring the pull box marker and no separate payment will be made therefor.

## 10-3.10 CONDUCTORS AND WIRING

Splices shall be insulated by "Method B" or, at the Contractor's option, splices of conductors shall be insulated with heat-shrink tubing of the appropriate size after thoroughly painting the spliced conductors with electrical insulating coating.

The ends of all lead-in cables and sensor conductors shall be taped and made waterproof by dipping in an electrically insulating liquid to seal the ends prior to being installed in conduit and prior to being left overnight.

The minimum insulation thickness, at any point, for Type USE, RHH or RHW wire shall be 1.0 mm for conductor sizes No. 14 to No. 10, inclusive, and 1.3 mm for No. 8 to No. 2, inclusive. The minimum insulation thickness, at any point, for Type THW and TW wires shall be 0.69 mm for conductor sizes No. 14 to No. 10, inclusive, 1.02 mm for No. 8, and 1.37 mm for No. 6 to No. 2, inclusive.

**TELEPHONE CABLE.--**Telephone cable shall meet REA-39 Standard requirements and consist of four No. 18 conductors with braided copper shield and an outside jacket. Each conductor shall have a minimum of 16 tinned copper strands. Individual conductor insulation shall be rubber or thermoplastic, rated for 600 volts and color coded black, white, red and green. The jacket shall be neoprene, polyethylene or polyvinyl chloride with a nominal thickness of 0.890 mm. The outside jacket shall not exceed 8.90 mm.

Where shown on the plans, the Contractor shall install telephone cable between the modem located in the RPU enclosure and the telephone demarcation cabinet without splices.

Approximately 1.3 m of cable shall be neatly coiled in the telephone demarcation cabinet. Telephone cable between telephone demarcation cabinet and telephone service point will be furnished and installed by serving telephone service provider.

#### **10-3.11 TESTING**

State-furnished equipment or existing facilities that fail during the functional test period will be replaced or repaired by the State or, if directed by the Engineer, by the Contractor, and such work will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Successfully completed functional testing prior to any failure of State-furnished equipment or an existing facility will be credited to the total required test period.

Testing of sensor cables and lead-in cable after installation shall be per RWIS Manufacturer/Supplier recommendation.

# 10-3.12 NUMBERING ELECTRICAL EQUIPMENT

The numbers and edge sealer shall be placed on the equipment where designated by the Engineer.

Where new numbers are to be placed on existing or relocated equipment, the existing numbers shall be removed.

Reflective numbers shall be applied to a clean surface.

Where shown on the plans, self-adhesive equipment numbers shall be placed for all electroliers, soffit lighting, sign lighting, and service pedestals. On service pedestals, the numbers shall be placed on the front door. On electroliers, the numbers shall be placed as shown on the plans.

Adhesive numbers for all locations except wood poles shall be white reflective adhesive sheeting, 76 mm in width, with black 76 mm, Series D letters and numbers. The letters and numbers may be screened on to the reflective sheeting or may be die cut and adhesively attached. The labels for each location may be individual characters applied or a continuous strip applied. Reflective sheeting, numbers and letters shall comply with the respective specifications in the Department of Transportation publication, "Specifications for Aluminum Reflective Sheeting Signs".

#### 10-3.13 CONTROLLER CABINETS

The HAR cabinets shall conform to the provisions in Section 86-3.03, "Model 170 and Model 2070 Controller Assemblies," of the Standard Specifications and these special provisions.

Cabinets shall be Type 1 and shall consist of a Type 1 housing (A or B), a mounting cage 1, and specified equipment. Police panels will not be required.

Prior to shipping to the project site, each HAR cabinet shall be submitted to the Transportation Laboratory for acceptance testing. The costs of transportation to and from the Laboratory shall be at the Contractor's expense.

Foundations for Type 1 housing shall conform to the details in the plans for Model 332 and 334 cabinets.

The Engineer shall be notified when each HAR cabinet is ready for the functional test. The functional test will be conducted by State forces.

The following equipment shall be provided with each power distribution assembly:

- A. Two each of Duplex NEMA Type 5-20R controller receptacle
- B. One each of 30 A, 1-pole, 120 V (ac) Main circuit breaker
- C. One each of 15 A, 1- pole, 120 V (ac) circuit breaker
- D. Two each of 20 A, 1- pole, 120 V (ac) circuit breaker

Six steel supporting angles extending from the front to the back rails shall be supplied to support the State-furnished fixed shelf and 2 Contractor-furnished shelves. The shelf shall be attached to the top of 2 supporting angles with 4 screws. The front of the shelf shall abut the front member of the mounting cage. The shelves shall be arranged as shown on the plans. The angles shall be designed to support a minimum of 23 kilograms each. The horizontal side of each angle shall be a minimum of 76 mm. The angles shall be vertically adjustable.

Three terminal blocks shall be furnished as shown on the plans. Terminal blocks shall conform to the requirements in Chapter 6, Section 5, Subsection 6.5.3, "Terminal Blocks," Paragraph 5.3.1 of the TSCES, except that the screw size shall be 8-32.

#### 10-3.14 FLASHING BEACONS

Incandescent lamps for flashing beacon units will be State-furnished in conformance with the provisions in "Materials" of these special provisions.

#### 10-3.15 PHOTOELECTRIC CONTROLS

Contactors shall be the mechanical armature type.

# 10-3.16 EXTINGUISHABLE MESSAGE SIGN

Each extinguishable message sign shall be an internally illuminated weathertight and dust tight unit which will produce a clearly visible message only when internally illuminated and shall conform to these special provisions.

The design of each sign shall be as shown on the plans. Minor details of construction shown are typical and may be modified subject to approval by the Engineer.

Six sets of shop drawings shall be submitted to the Engineer for review prior to performing work on the signs.

# HOUSING

The housing shall be ruggedly constructed, shall be rigid, weathertight, dust tight and corrosion resistant, and shall be made of durable materials.

Provisions shall be made for ease of maintenance of components.

Sign panels and housing window shall be made of acrylic plastic which, including painted portions, shall be highly resistant to crazing, staining, discoloration, creep, warping, and the long range deleterious effects of vehicle fumes, direct sunlight, heat (up to 90°C), water, oils and aging.

The housing skin shall be made of Type 5052-H32 aluminum alloy sheet with clad finish. The housing reinforcing and miscellaneous parts shall be made of suitable gages and types of aluminum, except external fasteners, machine screw parts, lock washers, hinge pins, and other mechanical parts, which shall be made of Type 316 stainless steel.

Interior metal parts shall be made of suitable gages and types of plated steel or aluminum, except fasteners, machine screw parts, lock washers and other miscellaneous parts shall be made of corrosion resistant metals other than aluminum.

The separable hinge for mounting the reflector shall be brass as shown on the plans or shall be stainless steel.

Gaskets shall be uniform and even textured, and shall be highly resistant to stiffening and setting and the long range deleterious effects of vehicle fumes, direct sunlight, heat (up to 70°C), water, oils and aging.

Terminal strips shall be used for input, output and tie point connections and shall be of the molded phenolic, barrier type.

# BALLASTS, CONTROL RELAYS AND TERMINAL BLOCKS

Ballast inductors shall meet the requirements in ANSI Standard: C82.1, "Fluorescent Lamp Ballasts."

The inductors shall have the inductance noted on the plans ( $\pm 10$  percent), losses not exceeding 15 percent of lamp watts at rated current of inductor and a maximum current crest factor of 1.5 at rated current of inductor. The maximum temperature rise of the inductor coils shall be limited to  $40^{\circ}$ C above an ambient temperature of  $40^{\circ}$ C.

Heater transformers shall produce the rated secondary voltage ( $\pm 10$  percent) at full load and at one-third load. The maximum temperature rise of the transformer coils shall not exceed 40°C above an ambient temperature of 40°C.

Inductors and transformers shall have cores made of a suitable grade of silicon steel lamination material and shall have thorough resin impregnation.

Each mounting chassis shall be fabricated of 3 mm, Type 5052-H32 aluminum alloy sheet. Units shall be mounted on the chassis with plated brass or steel hardware, except for lock washers which shall be beryllium copper, externally toothed.

Capacitors shall be rated 660 V (ac), 60 Hz, for operation down to  $-20^{\circ}$ C with capacity as shown on the plans and shall be oil filled, paper type, hermetically sealed with solder lug terminals. Capacitance shall be within  $\pm 10$  percent of rating at 25°C. Each capacitor shall withstand a limited direct current, 15-second breakdown test at 25°C of 3000 V (ac) from each terminal to case. Minimum insulation leakage resistance from terminal to terminal, in megohms, shall be not less than 1500 divided by capacitance in microfarads.

Each magnetic control relay shall be of the heavy-duty, power type with 120-V (ac) coil and double-pole, double-throw contacts with a minimum rating of 2 A at 480 V (ac), 60 Hz. The coil shall consume not more than 10 VA with sealed armature.

The relay coil shall be designed to provide reliable service under the following conditions:

- A. Maximum operating voltage: 10 percent over rated volts.
- B. Ambient temperature: 60°C.

The relay coil shall meet NEMA requirements for temperature rise and voltage breakdown.

Maximum dimensions of the relay shall be: mounting base, 63.5 mm by 102 mm; overall height, 63.5 mm.

Fuse holders shall be the panel mounting type rated at 250 V (ac), complete with a 10.3 mm diameter by 38 mm length, slow blowing, cartridge type fuse.

Surge limiting and ballast resistors shall be ceramic coated, 20-watt, wirewound units. Resistor leads shall have plastic insulation rated 600 V (ac), for operation at 200°C.

Wiring connections from components shall be terminated on 2 molded phenolic, barrier type, terminal block assemblies rated at 15 A, 600 V (ac). Terminal designations shall be marked as indicated on the plans.

#### LAMPHOLDERS AND LAMPS

Lampholders shall have silver plated contacts.

Lamps shall be the extra-high output, rapid-start type with T-12 bulb of the length shown on the plans, cool-white color and plated contacts for operation up to 1500 mA.

# CONDUCTORS AND WIRING

Ballast and sign conductors shall be No. 16 stranded copper wire and shall be labeled by UL as 105°C appliance wiring material (AWM) for use at 600 V (ac). Ballast conductors shall be secured with easily removable, spring cross straps (not clamped, cabled or served) on the underside of the chassis. Color coding and terminal markings shall be as shown on the plans.

Lead ends shall be fitted with spade lugs.

### LUG DISCONNECT

Each plug disconnect shall consist of molded nylon plug and receptacle housings containing plug pins and individual sockets designed to be crimped to conductors and snapped into the housings. Housings shall have integral, molded, polarizing and locking devices. Minimum UL electrical rating shall be 10 A, 600 V (ac). Pins and sockets shall be tin plated phosphor bronze secured to conductors using a ratchet type precision crimping tool.

#### **TESTING**

Tests shall verify that the following conditions exist:

- A. Transformer output voltage: 480 V (ac)  $\pm$  10 percent.
- B. Sign input current (daytime level): 4 A maximum.
- C. Lamp current each (daytime level):  $1.4 \text{ A} \pm 15 \text{ percent}$  (nighttime level)  $30 \text{ mA} \pm 15 \text{ percent}$ .
- D. Cathode filament voltage: 3.6 V (ac) ± 10 percent and shall be supplied from a steady (non-flashing) source.

#### SIGN OPERATION

The sign shall operate as follows:

- A. During daytime, the lamps shall operate at full rated brightness.
- B. During nighttime, the lamps shall be dimmed to approximately one-thirty-fifth of daytime brightness.
- C. Starting and flashing shall be positive, without flickering, during daytime and nighttime levels.

#### 10-3.17 LIGHT EMITTING DIODE (LED) CHANGEABLE MESSAGE SIGN

The LED changeable message sign (LED EMS) location shall be installed as shown on the plans, as specified these special provisions and in accordance with the equipment manufacturer's recommendations.

The LED CMS shall have the remote control capability by communicating via a CCITT V.24/EIA RS-232C communication interface port on the sign control computer. Communications protocols shall adhere to current National Transportation Communications for Intelligent Transportation Systems Protocol (NTCIP) -- Proprietary protocols shall not be used.

The LED EMS shall be one of the following or equal:

Model	Manufacturer	Contact
	ADDCO	Joe Jefferey
Brick 5x6	2236 Peaceful Garden Way	(830) 677-5365
	Rescue, California 95672	
	Precision Solar Controls	Al Butler
MC-4000	2960 Market Street	(972) 278-0553
	Garland, Texas 75041	
	American Signal Company	Steven Hart
S-333	3649 Clearview Parkway	(770) 458-7278
	Atlanta, Georgia 30340	

The same model shall be installed at all locations. When ordering the LED CMS the Contractor shall notify the manufacturer that the LED CMS units are to be installed under contract with the California Department of Transportation and shall identify the contract number.

The Contractor shall install the sign assembly on a sign support recommended by the manufacturer. The sign support foundations shall be constructed in accordance with the details shown on the plans and section 56-2.03, "Construction," of the Standard Specifications.

Field conductors No. 12 and smaller shall terminate with spade type terminals. Field conductors No. 10 and larger shall terminate in spade type or ring type terminals.

The LED CMS shall have the following components as specified:

#### DISPLAY

The display shall consist of an all Light Emitting Diode (LED), full matrix display capable of full size static and dynamic graphics and messages. The full display shall be comprised of individual panels or modular units which shall be a minimum nominal width of 250 mm and a maximum nominal width of 350 mm, and a minimum nominal height of 400 mm and a maximum nominal height of 510 mm.

Individual panels or modular units shall consist of an LED pixel matrix with a minimum size of 1.7 m by 2.9 m, and a maximum size of 2.0 m by 3.6 m. The display shall be comprised of LED's with a minimum viewing angle of 30 degrees.

Each pixel shall consist of four LED's per pixel. The LED's shall be evenly spaced within the pixel and may provide complete target size definition through optics consisting of 12 facets per LED and 48 facets per pixel. Pixels shall be spaced no less than 31 mm center to center vertically and horizontally, and no more than 70 mm center to center vertically and 64 mm horizontally.

The LED's shall conform to Institute of Traffic Engineers (ITE) amber definition/specification and shall have a wavelength from 584 to 595 nanometers utilizing AlInGa technology.

Individual panels or modules shall be 100 percent solid state design with no moving parts or switches and shall be identical to, and mutually interchangeable with all other panels or modules.

The individual panels or modules shall be weatherproof.

No programming modifications shall be required to exchange or replace individual display panels or modules. Each panel or module shall contain the LED driver circuitry necessary to operate its associated LED's. Each panel may have its own internal driver boards but there may be no separate driver boards outside of the panels.

# **POWER SOURCE**

The sign system shall operate using a supplied 120 VAC commercial electrical service. The sign system shall include the required converter to provide reliable DC power to meet the service demands of the sign system. The sign system shall include short circuit and over-current protection integral to the power supply.

#### SYSTEM CONTROLS

The sign system shall be controlled in all functions by an on-board dedicated computer that shall be of solid-state design and be removable. The computer shall contain all of the sign message memory capable of storing a minimum of 350 messages, 40 pre-programmed graphic messages, 26 graphic displays of traffic control symbols from the Manual of Uniform Traffic Control Devices (MUTCD), and the sign operating software.

The computer shall include a standard "Qwerty" keyboard utilizing industry standard VT 100 cursor control commands. The computer shall include a Liquid Crystal Display (LCD) screen upon which messages can be reviewed before and during display on the message sign. The computer shall provide automatic letter sizing and centering without separate programming. The computer shall provide for message and sequence programming while another sequence is being shown.

The central processing unit (CPU) and its peripherals shall be incorporated inside the sign or housed in a National Electronics Manufacturers Association-4 (NEMA-4) weather and shock resistant lockable control box which shall be mounted above the lower half of the full sign display on the back side of the mounting posts.

#### SIGN OPERATING SOFTWARE

The sign operating software (SOS) shall provide operator interaction with the sign system through the main and subsidiary menus and shall be directly accessible through the local "Qwerty" keyboard.

The SOS shall include one modem per sign to allow remote access utilizing a personal computer via a landline telephone.

Each sign system as described above shall include one copy of the required operating software and the necessary license to operate the software.

The SOS shall contain a password entry system and limit access of the sign control menu to authorized persons. The sign system shall have the capability to display up to six messages in sequence, with variable timing in second increments under computer control. The sign shall completely change the entire displayed message in not more than 100 milliseconds.

#### REMOTE OPERATION

The remote system shall provide two way, fully functional interaction and allow for controlling and monitoring sign activity without traveling to the sign. The sign shall be equipped so as to provide for host computer/remote sign interaction through a landline telecommunication/modem link.

The remote communications software package shall enable the sign to alert an operator, at a host computer, of a failure of the sign's operation due to power failure, by means of an uninterruptable power source (UPS). The operator shall have the ability to program any phone number for the sign to call in the event of power failure from the sign location.

The system shall additionally provide for notifying a secondary or tertiary host in the event that the primary host is inactive, or if all host computers are inactive. The operator at the host computer shall have the ability, with proper "password" access, to control all aspects of sign operation and to view all status displays as if the local keyboard terminal at the sign was being used.

#### 10-3.18 MODEL 500 CHANGEABLE MESSAGE SIGN SYSTEM

Model 500 changeable message sign (CMS) systems consist of a Model 500 changeable message sign, a Model 170 controller assembly in a completely wired Type 1 or similar cabinet and the required wiring and auxiliary equipment required to control the CMS shown on the plans and in conformance with these special provisions.

The Model 500 changeable message signs, wiring harness and Model 170 controller assembly including controller unit and completely wired cabinet, but without anchor bolts, will be State-furnished in conformance with the provisions in "Materials" of these special provisions.

Model 500 changeable message sign system components will conform to the requirements in "Specifications for Changeable Message Sign System," issued by the State of California, Department of Transportation, and to the addendums thereto current at the time of project advertising. Model 170 controller assemblies will conform to the requirements in "Traffic Signal Control Equipment Specifications," issued by the State of California, Department of Transportation, and to the addendums thereto current at the time of project advertising.

Attention is directed to "sign Structures" of these special provisions.

The sign assembly shall be installed on the sign structure. The controller cabinet foundation shall be constructed as shown on the plans for Model 334 cabinets (including furnishing and installing anchor bolts), the controller cabinet shall be installed on the foundation, and the field wiring connections shall be made to the terminal blocks in the sign assembly and in the controller cabinet.

Field conductors No. 12 and smaller shall terminate with spade terminals. Field conductors No. 10 and larger shall terminate in spade or ring terminals.

A listing of field conductor terminations, in each State-furnished changeable message sign and controller cabinet, will be furnished free of charge to the Contractor at the site of the work.

The location of the foundation for each controller cabinet will be determined by the Engineer.

State forces will maintain the sign assemblies. The Contractor's responsibility shall be limited to conformance with the provisions in Section 6-1.02, "State-Furnished Materials," of the Standard Specifications.

# 10-3.19 ROADSIDE WEATHER INFORMATION SYSTEM

Roadside Weather Information System (RWIS) shall be furnished and installed as shown on the plans and as specified in these special provisions. RWIS shall be installed as recommended by the RWIS Manufacturer/Supplier. The Contractor shall be responsible for delivering a fully tested and operational system.

The system shall consist of the following:

- 1. Network Server (NS) hardware and software to configure and operate RWIS.
- 2. Sensing devices for measurement of surface and atmospheric conditions.
- 3. Remote Processing Unit (RPU) for data collection, storage and transmission of sensor information.
- 4 Video Camera and interface equipment.

The NS shall collect sensor data from all RPU's in the system, process and store the information in an industry standard Relational Database Management System (RDBMS). The NS shall be a Compaq Proliant 800 Server or equivalent computer with sufficient processing power and capacity to:

Collect all sensor data from the RPU's in the System

Permit all users to access the RWIS data simultaneously.

Store historical data from the sensors for several winter seasons.

The NS shall execute data collection, delivery, and exchange via a permanent network connection to the WAN/LAN or Public Data Network connection available.

As a minimum, equipment shall include, but not be limited to, the following:

Pentium II 400MHz processor
128 MB RAM
4.3 GB Hard Drive
Ultra SCSI Hard drive bus
4.3 GB Mirror Drive
SCSI 3 controller
4/8 GB DAT drive
1.44 MB disk drive
32x CD ROM
512K Internal Cache
2MB Video Memory
430 mm (17") display
network interface card
uniterruptable power supply
maximum RAM capacity 512 MB

The following shall be installed on this platform:

Windows NT operating system Microsoft Server Microsoft SQL Server Network Server Video Server

The following applications shall be included:

User interface Map creation and editing Report generator Forecasting tools **DESCRIPTION.--**The RWIS shall include all hardware, software, and licenses to operate as follows:

Pavement surface sensors shall measure pavement surface temperature, chemical concentration and pavement surface condition inputs and communicate the signals to the RPU.

Atmospheric sensors shall measure their respective weather parameters and communicate the signals to the RPU.

Video camera shall capture video images and transfer the images to the RPU.

The RPU shall monitor and store the following conditions for access by the NS.

- 1. Road surface such as dry, wet, frost covered, snow covered, icy, and freeze-point. Chemical factor (percentage) shall also be monitored.
- 2. Environmental (atmospheric) conditions such as air temperature, dew point, relative humidity, precipitation and wind speed/direction.

The RPU shall process the output from the sensors, store the data locally and, upon request, send the data to the NS by dial-up telephone line.

The RPU shall be capable of providing still frame monochrome video images from the remote location. Provisions shall be made for future upgrade of video capability, with the same camera, using Integrated Services Digital Network (ISDN) telephone line or Cellular Digital Packet Data (CDPD) wireless service.

**EQUIPMENT.--**All RWIS equipment furnished on this project shall be state-of-the-art and in current manufacture at the time of purchase.

All equipment, instrumentation, and tools used for RWIS installation shall be in accordance with the Manufacturer/Supplier's recommendations and instructions.

Final placement of equipment shall be as directed by the Engineer.

Cable lengths shall not exceed manufacturer's requirements.

#### REMOTE PROCESSING UNIT

The Remote Processing Unit (RPU) shall be installed at the location shown on the plans, as recommended by the Manufacturer/Supplier, and as directed by the Engineer. The RPU shall gather data from all connected sensors and process, store, and transmit this data to the NS. The RPU shall be capable of collecting data from the following:

1 To 8 Pavement Surface Sensors

1 To 8 Subsurface Temperature Sensors

1 Air Temperature/Relative Humidity Sensor

1 Wind Speed/Direction Sensor

1 Present Weather Sensor

1 NTSC Camera Input

The RPU shall operate in a range of 100-130 VAC at 50-60 Hz and shall use not more than approximately 50 W of continuous power. The primary power shall be installed and fused at 15 A with voltage protection.

The RPU shall monitor its own operation and reset itself if the RPU software enters an indeterminate state or if the user requests a reset from the user terminal.

The RPU design shall maximize the use of solid state components and modular circuit cards for ease of maintenance. All circuitry of the RPU, the voltage inputs, the sensor inputs, and the communications ports shall be designed and tested to provide transient and surge protection. The RPU shall provide stable operation over a temperature range of -40°C to 71°C and 0-90% RH non-condensing.

The RPU shall contain operational self-test routines to automatically detect and log problems with the RPU.

Each RPU shall be enclosed in a NEMA 4 lockable aluminum enclosure that is resistant to damage by weather and vandals. It shall be mounted on a free-standing non-climbable, corrosion-resistant, aluminum tower. The RPU shall be located along the roadway in the vicinity of the surface sensors as shown on the plan. RPU enclosure shall be sized to house equipment and provide working clearances for maintenance.

The RPU software shall be capable of calculating the 24 hour accumulation of precipitation and storing this information for subsequent displays on the user terminal.

#### RPU DATA COMMUNICATIONS

The RPU shall be furnished with a modem. The RPU shall communicate with the NS via CCITT V.24/EIA RS-232C communication interface port on the RPU. Communications protocols shall adhere to current National

Transportation Communications for Intelligent Transportation Systems Protocol (NTCIP)—Object Definitions for Environmental Sensor Stations (ESS). Proprietary protocols shall not be used.

The system shall have two data transfer options to move date from the RPU to the NS. The NS may poll the RPU at a specified time interval to transfer and refresh its data. Or, the RPU may independently auto-report its data to the NS every time there is significant change (user-defined) in its sensor data. The RPU shall be capable of combining both methods, with some RPU's being polled and others auto-reporting.

#### PAVEMENT SURFACE SENSORS

The pavement surface sensor shall be a single unit, solid state, thermally passive, and constructed of a material with sufficient strength and durability to function as a stable system over a range of temperatures from  $-30^{\circ}$ Cto  $+50^{\circ}$ C.

The sensors shall sample pavement, surface conditions in real time and be non-destructive to pavement, environment, or personnel. The sensor head shall be self-contained and shall not require adjustment after initial installation in the pavement.

The sensors shall function satisfactorily during all climatic conditions and shall include protection against lightning. Sensor heads performance shall not be degraded by weather conditions or the use of ice control chemicals. Vehicle traffic impact shall not deteriorate the sensor head or degrade performance.

The sensors shall be installed in the pavement and shall emit electronic signal information concerning pavement conditions. The sensor heads shall be designed for flush mounting in the pavement, have thermal characteristics similar to the most commonly used road surface materials, and approximate the pavement surface texture and color.

Each sensor head shall be supplied with a waterproof input—output cable, sealed to the head to form an integral part of the assembly.

The sensor shall be supplied with 46 m of attached molded cable that is waterproofed and sealed as an integral part of the assembly. The sensor shall electronically sample the following pavement conditions:

Pavement surface temperature at the sensor head.

Dry pavement condition.

Wet pavement condition above 0°C.

Wet but not frozen pavement condition at or below 0°C.

Snowy or icy pavement condition at or below 0°C.

In addition, the pavement sensor shall supply data for determining the following pavement surface conditions:

Freeze point temperature of the moisture/ice-control-chemical-solution present on the surface of the pavement sensor.

Depth of the moisture/ice-control-chemical-solution present on the surface of the pavement sensor in the range of 0.25 mm to 13 mm.

Percentage of ice particles present in the moisture/ice-control-chemical-solution present on the surface of the pavement sensor.

The Contractor shall supply field test documentation from the Manufacturer/Supplier which substantiates pavement sensor performance.

Each sensor head shall be capable of proper operation when connected to lengths of cable up to 750 m from the RPU.

Surface sensor cable shall conform to Manufacturer/Supplier requirements:

# SENSOR LEAD-IN CABLE

Sensor lead-in (SLI) cable shall conform to the Manufacturer/Supplier's requirements and the following:

Filled Telephone Cable Type PE-39 shall be used in extending Surface Sensor and/or Sub-Surface Temperature Probe inside ducting or direct buried installations.

19 AWG, 6 pair, approximate O.D. is 13 mm, polypropylene or polyethylene insulation, polyethylene jacket, duct or direct burial.

The cable shield shall be aluminum, copper, or Gopher Resistant, as recommended by the RWIS manufacturer:

#### SURFACE SENSOR INSTALLATION

Slots cut in pavement for sensor installation shall be filled with sealant as recommended by the sensor manufacturer.

#### PRESENT WEATHER SENSOR

The Present Weather Sensor shall be a versatile instrument which can function as a precipitation classifier, precipitation rate meter, and a close range visibility sensor.

The sensor shall be able to differentiate between rain, snow, and drizzle as well as measure actual precipitation as water equivalent.

Precipitation rate error shall be less than 10% for the full expected range of 2.5 mm to 500 mm per hour, with less than a 5% error within the more normal range of 10 mm to -100 mm per hour.

Sensor housing shall be all-weather and ice-proof with heated optics to prevent ice, dew, or frost build-up. Normal operating temperature range shall be from -50°C to 50°C. The present weather sensor shall be mounted at the same location as the RPU, as directed by the engineer.

#### SUBSURFACE TEMPERATURE PROBE

The Subsurface Temperature Probe shall measure the temperature below the roadway pavement surface near the interface between the subgrade and the soil below.

The probe shall be installed under the roadway near the surface sensors as shown on the plans.

The temperature sensing element of the probe shall operate over the temperature range -30°C to 50°C.

The probe shall be supplied with 46 m of attached cable which is waterproofed and sealed as an integral part of the assembly. Each sensor shall be capable of operating at extended cable lengths, up to 762 m from the RPU without additional amplification.

#### AIR TEMPERATURE / RELATIVE HUMIDITY SENSOR

The Air Temperature/Relative Humidity Sensor shall have an air temperature sensing element which operates over the temperature range of -30°C to 50°C with a survival operating range of -37°C to 80°C.

The relative humidity sensing element shall have a measuring range of 10% to 100% RH. The operating temperature range is -30°C to 50°C.

System dew point temperature shall be calculated from the air temperature and relative humidity.

Both atmospheric sensing elements shall be mounted at the RPU location roughly 2 m above ground level in a solar/wind-radiation shield.

The combined sensor shall operate to specifications at cable lengths up to 46 m from the RPU.

# WIND SPEED / DIRECTION SENSOR

The Wind Speed/Direction Sensor shall have an operating range of 0 km/h to161 km/h

The sensor survival operation limit shall be 264 km/h with an operating azimuth of 360 degrees mechanical and 355 degrees electrical.

The temperature operating range shall be -40°C to 60°C with a survival operating range to 85°C.

It shall be installed 10 m above ground level at each RPU.

The sensor shall operate to specifications at cable lengths up to 46 m from the RPU.

The RWIS shall support acquisition and display of video imagery from an NTSC monochrome video camera mounted on or near the RPU. The RPU shall have the capability to acquire a video frame and transmit it to the NS for display by the video server and user interface software.

The video camera and cables shall be furnished by the RPU manufacturer. The video camera shall conform to the following requirements:

Power supply 24 VAC +/- 10%, 60 Hz +/- 1 Hz

Power consumption 6.2 W nominal

Image pickup element 13 mm CCD image sensor area Image pickup area 6.55 mm H by 4.87 mm V

Effective picture element 682 H by 492 V Scanning system 2:1 interlace

Scanning frequency 15.75 kHz (H), 60 Hz (V) line lock 15.734 kHz (H), 59.94 Hz (V) internal

Sybchronization Line lock (internal/external)

Internal/external (automatic switchable)

Horizontal 500 TV lines or more Resolution

Vertical 420 TV lines or more

Minimum illuminance of object 0.3 Lux (F 1.2, 10% IRE)

S/N 50 dB (gamma = 1)

Video Output VS 1.0 Vp-p US standard compatible

Output impedance 75 Ohms unbalanced
Ambient temperature -10°C to 50°C
Ambient humidity 30 % to 90 %
Weight 650 g nominal
Lens mount C mount

External dimensions 62 mm (W) X 60 mm (H) X128 mm (D) nominal Reserved functions Gamma characteristics: 0.45/1 factory set at 0.45

AGC circuit built-in

The video camera shall be provided with a thermostatically controlled heated enclosure. The heated enclosure shall conform to the following requirements:

On temperature 10°C
Off temperature 26.67°
Input voltage 24 VAC at 60 Hz
Power consumption 40 W (Maximum)

The video cables shall be a 3 conductor cable supplied by the video camera with sufficient length from the RPU enclosure to the video camera without splicing complete with connectors and suitable for outdoor use.

# **EQUIPMENT WARRANTY**

The Contractor shall provide from the manufacturer a limited, on-site, warranty coverage on all equipment for a twelve month period after acceptance and shall provide full warranty documentation with their contract submittals.

A 24-hour toll-free telephone number for technical support shall be included for the warranty period.

### **QUALITY ASSURANCE**

The Contractor shall provide the materials, installation manuals and instruction, technical training, and such other services as required to assure effective installation, testing, and operation of the system including but not limited to:

- 1. Sensors, sensor-embedding kits, and splicing kits for installing the sensor heads in the pavement.
- 2. Cable
  - A. Manufacturer/Supplier shall make all connections of sensor cable at the RPU enclosure.
  - B. Cable splicing manual.
  - C. Splicing kits for surface/subsurface sensors.
- 3. Remote Processor Unit (RPU).
  - A. NEMA 4 enclosure.
  - B. Electronics rack (installed by Manufacturer/Supplier).
  - C. All atmospheric sensors required, including cable and mounting plates.
  - D. Mounting plates and hardware.
  - E. RPU.
- 4. Attend a pre-construction conference (one Day) with Contractor and Engineer and furnish instruction on installation procedures for sensor installation, cable splicing and complete system installation.

# TRAINING

Manufacturer/Supplier shall provide On-site Assistance and Training as follows:

- A. Provide a Field Service Engineer to furnish final installation, support for system inspection, turn-on and alignment (commissioning).
- B. Provide a training specialist to perform one day of system user training after the system is operational. The preconstruction conference, commissioning of the RWIS and user training will be scheduled within 3 weeks after the Contractor submits a written request to the Engineer.

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#### 10-3.20 INSTRUMENT TOWER ASSEMBLIES

Tower assemblies, shall consist of 3-sided truss type construction manufactured of aluminum angle and furnished in three 3.1 m sections. Sections are attached to each other and to the base with 9.5 mm stainless steel hardware. The tower is to be equipped with a lockable fold-over device to facilitate servicing the atmospheric sensors. Mesh or other means shall be provided to prevent climbing and vandalism.

Tower construction details shall be as recommended by the Manufacturer.

#### 10-3.21 INSTRUMENT TOWER FOUNDATION

Tower foundation, including anchor bolts, shall be constructed, as shown on the plans and as directed by the Engineer to accommodate tower installation.

#### 10-3.22 HIGHWAY ADVISORY RADIO SYSTEM

This work shall consist of furnishing and installing a highway advisory radio (HAR) system, as shown on the plans, and conforming to the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications and these special provisions.

The highway advisory radio (HAR) system shall consist of AM broadcast band radio equipment for a fixed location.

The HAR system shall include one AM transmitter, coupler, audio processor, cellular telephone line interface, solid-state recorder/player, one antenna, fiberglass pole, cabinet, grounding system, transient lightning suppression, battery back-up/charging systems, external digital recorder/player microphone, (or broadcast quality headset with noise canceling microphone) and control speaker phone.

Cabinet for the HAR system shall conform to the requirements for Model 170 Based Cabinets of these special provisions.

Test methods followed by the State for evaluation of supplied equipment will follow EIA recommendations where applicable.

Prototype equipment will not be acceptable. Only equipment previously marketed and sold for at least 6 months prior to the advertising date will be acceptable.

Any semiconductor devices or components utilized in the radio equipment which are not available from a minimum of two manufacturers shall have five such devices or components provided for each device utilized in the radio equipment.

All manuals, warranty forms, and license forms shall be submitted with the unit(s) for acceptance.

All equipment shall be warranted against defects and any failures which may occur through normal use for one year from the date the equipment is placed in service.

Proper contact protection shall be placed at all high voltage connections to prevent accidental contact with operators and operator's tools and equipment.

The HAR system may consist of equipment from multiple manufacturers but shall be integrated to be fully functional.

The HAR system shall be designed to operate in conformance with CFR Title 47, Section 90.242 of the FCC rules and regulations.

Enclosures and all radio, electrical, and mechanical equipment shall be designed to be card rack or shelf mounted inside a Caltrans standard Model 332/334 controller cabinet enclosure as described in Section 86-3.03, "Model 170 and Model 2070 Controller Assemblies," of the Standard Specifications. Card rack mountable equipment shall be provided with slotted mounting holes and shall be compatible with an EIA-310B rack.

The equipment shall be designed and installed in such a way to be easily accessible for maintenance.

#### 10-3.23 TRANSMITTER

The transmitter shall be a solid-state, Class D AM transmitter and be type certified and accepted by the FCC for the Travelers Information Stations (TIS) service, and shall operate in a range from 530 kHz to 1710 kHz. The operating frequency of the transmitter shall be 1670 kHz.

The transmitter shall utilize a synthesized oscillator, with the ability for a technician to change the operating frequency without replacing a crystal oscillator. The transmitter unit shall also include LED power and audio meters, short circuit protection, balanced audio inputs, monitor and headphone outputs, and be capable of remote control operation.

Adjustment of RF power output shall be made by using an easily accessible control and shall be continuously adjustable over the transmitter output power range specified herein.

The RF output connector shall be 50 ohms.

The transmitter unit shall require a 24-volt DC power source.

Operating temperature range shall be from  $-30^{\circ}$ C to  $60^{\circ}$ C. The operating relative humidity range shall be from 20 percent at  $30^{\circ}$ C to 95 percent relative at  $50^{\circ}$ C.

The transmitter shall withstand an overload mismatched output (including an open or short circuit) for a period of 5 minutes at 10 watts output without overheating or component failure. The transmitter shall automatically resume normal operation when the mismatched output load is removed.

The transmitter RF power output level shall be rated at 30 watts, maximum. The transmitter output level shall be adjusted from a minimum of 2 watts to no more than 10 watts. A warning label shall be securely attached to the transmitter next to the adjustment output control and shall read as follows, "DO NOT EXCEED 10 WATTS".

The HAR transmitter shall meet the following minimum specifications:

Transmitter		
RF power output	Adjustable to 10 watts	
Type of emission	Amplitude modulation (A3)	
Frequency range	530 KHz to 1710 KHz	
Frequency stability	±0.002% (0° to 35°C)	
Carrier shift	2% maximum	
Harmonic	45 dB or better	
attenuation		
Noise	-60 dB below 100% modulation	
Audio input	600 ohms balanced	
(for 100%	-30 dBm minimum	
modulation)		
Frequency response	20 Hz to 15kHz ±1.0 dB maximum	
Audio distortion	Less than 2% @ 99% modulation	
Modulation	100% peak flasher	
monitoring	Built-in envelope detector	
Modulation limiting	Built-in 100% peak modulation	
	limiter	
	20 dB gain reduction: defeatable	
Power consumption	50 watts at 115 VAC	

### POWER/VOLTAGE STANDING WAVE RATIO (VSWR) METER

One radio frequency (RF) power/VSWR meter shall be included with the transmitter. The power/VSWR meter shall be placed between the antenna and the RF output of the transmitter coupler. The power/VSWR meter shall have the following features and requirements:

Meter.--Displays forward RF power, reflected RF power and SWR. Uppermost scale is for high (H) and low (L) power SWR reading. Low power SWR scale is for RF power below 30 W. High power SWR scale is for RF power over 30 W. Second and third scales are for RF power measurement which are 30 W, 300 W and 3 kW full scales.

Range Switch.--Selects full scale RF power reading between 30 W, 300 W and 3 kW.

Function Switch.--Selects measurement function between RF power and SWR.

Calibration Knob.--Sets RF power to full scale reading depending on transmitting RF power to measure SWR. Readings increase as the knob is being turned clockwise in transmission.

Power Direction Switch.--Selects RF power measurement between forward RF power and reflected RF power.

Meter Zero Adjustment Screw.--Adjusts the meter indicator to zero position with regular screwdriver if the indicator is far from zero position when the unit is not in use.

Transceiver.--RF power input from radio equipment which is to be connected by 50-Ohm coaxial cable with UHF connector.

Antenna.--RF power output to an antenna or a dummy load which is to be connected by 50-Ohm coaxial cable with UHF connector.

13.8 VDC.--DC power source for meter illumination and LED display. Acceptable DC voltage range is from 11 VDC to 15 VDC. Connect red line for positive and black line for negative polarities. This power source is not essential for measuring purpose.

#### **COUPLER UNIT**

The coupling unit shall:

- a) isolate the transmitter from high voltage through the use of high-pass capacitors and fuses.
- b) compensate for antenna system impedance mismatch through the use of multi-tap toroidal transformers.

- c) compensate for antenna stray reactance through the use of a decade system of capacitor combinations.
- d) include an internal VSWR meter and include controls for correcting load impedance and reactance.

# HAR POWER AND BACK-UP EQUIPMENT

Equipment necessary for operation and backup of the HAR shall be included as part of the system and shall conform to the following.

**Primary Power Input Provisions.--**Operation shall be from 117  $\pm$ 10 percent VAC, 60  $\pm$ 3 Hz single phase, at a power input not to exceed 100 watts, continuous.

The primary input power shall be controlled by a circuit breaker mounted on the front panel labeled "AC POWER". An AC power light indicator shall be provided on the front panel.

**Interface Unit.--**The highway advisory radio system shall be supplied with an interface unit containing all system power control including chargers, isolation relays, metering, switches, fuse indicators and audio/power arrestors. The interface unit shall plug into 120 VAC power in the cabinet via a standard 120 VAC cord and plug. Barrier strips on the rear provide for telephone line input and output, battery charge/discharge and 24 V power distribution to components. The outside of the unit shall be marked "HAR INTERFACE".

**Main Power Back-up.--**In the event of AC power loss, the HAR system shall automatically switch to a battery back-up system and continue to operate without degradation of performance for a period of not less than 12 hours.

The battery back-up system shall utilize a battery charger and gel cell batteries. The battery back-up system shall maintain the batteries without overcharging. The batteries shall not emit any corrosive, toxic or explosive gasses.

The HAR system shall resume normal operation after AC power has been restored.

Indicator lights shall be provided to show when the unit is operating on AC power, or when it is operating on battery back-up. A voltmeter shall show the condition of the battery back-up system.

A front panel switch labeled "DC POWER" shall activate DC operation for the HAR system.

Fuse protection shall be provided on the battery charger and on the front panel for DC load.

The battery charger shall be designed for floating service and have an adjustable output voltage. The battery charger shall be the complete shut off type (fully automatic) and shall bring completely discharged batteries to a fully charged condition within 12 hours. The battery charger shall be designed to operate in unventilated area.

When the HAR is operating on battery back-up, the system shall automatically disconnect the HAR, to protect the batteries from damage caused by too deep a discharge. The disconnect threshold shall be adjustable over the range of either 20.0 to 24.0 VDC for a 24-volt system or 10 to 12 VDC for a 12-volt system.

The batteries shall not discharge to less than 10 volts DC for a 12-volt system, or 20 volts DC for a 24-volt system, when supplying 4.0 amperes for a period of 30 hours at 30°C. They shall be organized as a group of two 12-volt batteries and mounted on a wooden frame at the bottom of the controller cabinet enclosure.

The batteries shall be easily accessible and not impede work on other equipment. The batteries shall be removable from the cabinet for service or replacement using connectors that do not require the use of hand tools. If 2 connectors are identical, and used for different purposes, they shall be clearly marked or polarized differently to ensure proper installation after repair or replacement of component parts. When the battery back-up system is disconnected from the cabinet, the station shall be capable of continued operation solely on AC power without having to connect, jump, or bypass any other device. Only relay, contact, and switch type devices shall be used to make a clean procedure of removal.

#### HAR OPERATION CONTROL EQUIPMENT

Equipment necessary for local and remote control of the HAR operations shall be included as part of the system and shall comply with the following.

**Local Control Facilities.--**Local operator control of all essential features of the highway advisory radio station shall be accomplished either by the use of a standard dual tone multi-frequency (DTMF) telephone or by necessary discrete front panel controls.

**Remote Control Facilities.-**-A telephone line interface shall be provided so that the HAR may be connected to and controlled through cellular telephone line with appropriate interface. The telephone line interface shall have a standard RJ-11 connector.

The HAR shall be equipped with a telephone line interface so that it will be possible to access, monitor and control the message being transmitted. The audio for the monitor function shall be obtained by demodulating the transmitter audio.

**Cellular Telephone Interface Equipment.--**The cellular telephone interface shall be a Telular Model CPTE-1 Series M, or equal.

The cellular telephone interface shall provide standard wireline service (via an RJ11C female connector) directly to a cellular transceiver and permit normal usage of the attached telephone equipment.

The cellular telephone interface shall consist of a cellular transceiver, universal AC/DC power supply, self contained battery back-up, cellular to wireline interface board, locking cabinet and fixed mount cellular antenna with attached cable and connector.

The cellular telephone interface shall operate on 117 VAC  $\pm$ 10 percent, 60 Hz  $\pm$ 4 Hz. In the event of power failure, the interface shall automatically transfer to DC power to operate from the battery back-up system.

The cellular transceiver shall have 832 channel capability and have a power output of 3 watts.

Connections to the cellular telephone interface shall be: (2)-RJ-11C connector, AC input, antenna connector (TNC).

The cellular to wireline interface board's tip and ring electrical specifications provided by the interface board shall be as follows:

Open circuit:	- 50 VDC ±10%
Source off hook:	- 30 VDC ±10%
Short circuit:	51 mA ±10%
AC termination impedance:	600 ohms ±10%
DC feed resistance:	480 ohms ±10%
Loop resistance:	700 ohms, maximum
Ring signal:	90 $V_{rms}$ , 20 Hz $\pm 10\%$
Ringer equivalent number:	5.0 REN
Pulse/rotary:	10 PPS to 20 PPS
DTMF:	30 ms on/off ±10%
Issues precision	dial tone
Issues receiver	off hook tone
Dialing buffer:	32 digits minimum

#### HAR MESSAGE STORAGE AND MANAGEMENT EQUIPMENT

Equipment necessary for storage and management of messages shall be included as part of the HAR and shall comply with the following.

**Message Management.-**The HAR shall be able to receive a live or recorded message from a remote location via the telephone line and/or cellular telephone line or from the operator at the station location. This feature shall not require the use of hand tools.

The message shall be stored in a solid-state recorder/player, with the ability for selecting and checking the message prior to transmission.

**Solid-state Recorder/player.--**Non-volatile solid-state memory shall be used for message storage. Magnetic media will not be acceptable.

A DTMF decoder shall be provided for programming and control of the recorder using a standard DTMF telephone. This function shall be possible, both remotely, via the telephone line interface, and at the station location. The DTMF tones shall not be recorded on the message.

Memory storage capacity shall be provided for a minimum of 250 different messages, with a minimum of 860 seconds total recording time. The length of each message shall be continuously variable up to the total recording time available.

The recorder shall have the flexibility for messages to be organized into a minimum of 20 different play lists with a minimum total of 100 different messages contained within the 20 play lists.

An internal clock shall be provided to select and control message play-back by day, hour and minute.

The system shall allow the recording of a message while another message is being broadcast.

Recording features shall include:

Monitor off-air RF output of transmitter Recording message Playback of recorded message Erasing of message Set time spacing between messages Set play list sequence Hear play list sequence

Set recording source input (dynamic microphone, cassette player (auxiliary audio input), and control telephone)

Set recording speed

Set background source materials message.

Set alternate audio source

Set clock time and day of the week (clock time shall be in military time and day of week shall be from 1 to 7, where 1 is Sunday)

Set message schedules

Hear message schedules

Cancel message schedules

Set play list number

Hear play list number

Cancel play list number

Stop record

Set remote record security code

Note 1: The days of the week shall be numbered consecutively from 1 to 7 beginning with Sunday.

The functions of recording and editing shall be accessible remotely or locally.

The recorder shall be able to be configured in the message repeater mode using DTMF tones.

Frequency response shall be from 200 to 10,000 Hz.

The solid state recorder/player shall have the following functions:

Recorder/Player Function	Function Access Tone	Command Action Tone
Turn transmitter on	*62#	2008#
Turn transmitter off	*62#	2009#
Recording message	*1#	(message number)#
Playback of recorded message	*2#	(message number)# 999# playback all in order (1000+message number)#beginning only 1999# beginning of all
Erasing of message	*3#	(message number)#
Set time spacing between messages	*4#	(spacing in seconds)#
Set selected message sequence	*5#	(Message number)#(message number)#, etc. 999# play all in order % repeat
Hear selected message sequence	*6#	
Cancel selected message sequence	*5#	0#
Set local recording source	*7#	1# Dynamic microphone 2# Cassette player aux 3# Control telephone
Set recording speed (see note 1)	*8#	1# 859 seconds 1004# 644 seconds 2# 481 seconds 1011# 266 seconds
Set single audio source	*9#	0# Prevents play through
Set clock time and day of the week	*21#	(Day number)# (Four digit military time)#
Create play list number	*41#	(Play list number)# (Message number)#(message number)#, etc.
Hear play list number	*42#	(Play list number)#
Schedule play list	*43#	(Play list number)#

Cancel play list number	*44#	(Play list number)#
		999# Cancel all play lists
Schedule play list by day	*22#	(Day number)#(time)#(1000+Play list)
Cancel schedule	24#	(Day number)#
		999# Cancel entire week
Terminate programming	*51#1#	
Stop record	#	
Transmitter audio monitor	*62#	7900#
Set remote record security code	*71#	(New code)#

The above described equipment is available from Information Station Specialists, Zeeland, Michigan, (Tel) 616-772-2300.

**Memory Power and Back-up.--**The recorder shall operate on 24 VDC  $\pm 5$  percent at a total power consumption not to exceed 10 watts from the source. The recorder memory back-up shall operate on 8 to 24 VDC.

In the event of AC power loss to the digital recorder, the memory power back-up shall automatically maintain messages in the memory for up to two weeks.

#### HAR TRANSIENT / LIGHTNING PROTECTION

The transient/lightning (T/L) protection shall be provided for the power line, telephone line, and antenna system. The (T/L) protection for the power line shall provide as a minimum protection the following:

Number of AC outlets (minimum):	5
Turn-on voltage:	200 volts
Energy rating (minimum): IEEE 8/20 waveform	700 joules
Peak current (minimum):	20,000 amperes
Stand-by current (maximum), for 60 Hz:	1 mA

The (T/L) protection for the telephone line shall provide as a minimum protection the following:

Clamping voltage:	200 volts ±10%
Energy rating (minimum):	400 joules
Series resistance (max.):	30 ohms
Response time (maximum):	1 nanosecond

The (T/L) (lightning arrestor) protection for the antenna system shall provide as a minimum protection the following:

Clamping voltage:	90 volts ±10%
RF power (minimum):	35 watts
Frequency range:	500 kHz to 2 MHz
VSWR (maximum):	1.2 to 1
Insertion loss (maximum):	0.2 dB
Surge current (minimum):	17,000 amperes
IEEE 8/20 waveform	
Response time (maximum):	5 nanosecond

# 10-3.24 FIBERGLASS HIGHWAY ADVISORY RADIO (HAR) POLE

The highway advisory radio pole shall be fiberglass-reinforced thermosetting plastic (FRP) pole.

Fiberglass HAR pole shall consist of round, fiberglass-reinforced thermosetting plastic poles. FRP standards shall be hollow, tapered or with tapered sections, non-conductive and chemically inert.

FRP HAR pole shall conform to the details shown on the plans, and shall comply with requirements in the AASHTO manual titled "Standard Specifications for Structural Supports for Signs, Luminaires, and Traffic Signals" (1985) and ANSI Roadway Lighting Document C136.20, "Fiber-Reinforced Plastic (FRP) Lighting Poles."

The pole shall withstand the bending strength test load shown in the following table. The pole shall withstand this load with the handhole in compression. The pole shall not exceed a maximum deflection of 13 percent of the length of the pole above the ground line when subjected to the deflection test load shown in the following table.

TEST LOAD TABLE			
	Bending		
	Strength Test	Deflection Test	
Standard Pole Type	Load	Load	
Type 15,			
Type 15F (Breakaway)	245.4 kg	163.7 kg	
Type 21F, Type 21F			
(Breakaway)	261.3 kg	174.2 kg	

Test loads shall be applied according to Section 12, "Pole Deflection Measurements," of ANSI C136.20. Poles shall be loaded 305 mm below the tip.

FRP standards shall be the direct burial type unless otherwise indicated.

The manufacturer shall have a testing and quality control program approved by the Transportation Laboratory and shall submit samples of the base plate to the Transportation Laboratory prior to fabricating standards for this contract. Testing and quality control program and base plate samples shall be submitted to:

Transportation Laboratory P.O. Box 19128 5900 Folsom Boulevard Sacramento, CA 95819

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in accordance with the provisions of Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The certificate shall also include a copy of all applicable test reports on the HAR or lighting standards. The test reports shall be signed by the manufacturer's management person responsible for the tests. Said certificate shall also certify that the HAR standards comply with the requirements of the specifications and were manufactured in accordance with the approved testing and quality control program.

**CONSTRUCTION.--**The pole shall be constructed from ultraviolet-resistant resin which shall be pigmented light grey and be of uniform color throughout the entire body of the pole. The finish of the pole shall be smooth.

Each pole shall have 3 handholes and handhole covers. The cover over the handhole nearest the base shall bear the name of the manufacturer. The handhole covers shall be securely attached to the pole with tamper-resistant hardware. The handholes shall be located as shown in the plans.

Direct burial poles shall have a 51 mm x 152 mm, nominal size, grommetted conduit/conductor entrance located 610 mm  $(\pm)$  below finished grade after installation. The entrance shall be located directly below the handhole.

The butt end of the direct-burial pole shall be flared, or modified by some other acceptable means, to increase the resistance to rotation and pullout and provide additional ground bearing resistance.

Each standard shall be provided with a removable aluminum or galvanized steel pole top cap.

Each standard shall have an identification plate conforming to the provisions in the second paragraph of Section 86-2.04,"Standards, Steel Pedestals and Posts," of the Standard Specifications. The identification plate shall show the standard type, manufacturer's name, manufacturer's part number and the year of fabrication. The plate shall be located either on the anchor base or just above the base handhole.

**EXTERIOR PROTECTION.--**An aliphatic-type acrylic-modified polyurethane coating shall cover the exterior of the fiberglass pole. The coating shall be semi-gloss, highly weather resistant and light grey in color matching the color of the resin and shall have a minimum 3-mil dry film thickness. A one-quart can of the coating to match the poles shall be supplied with each order of poles. Adhesion of the polyurethane coating to the pole surface shall be assessed by conducting a test according to ASTM Designation: D3359, Method A. Adhesion testing shall be conducted both before and after accelerated weathering evaluation. A scale rating of 5A is required in both tests for adhesion to be deemed satisfactory.

The finished surface of the pole shall be capable of withstanding a minimum of 2,500 hours of accelerated weathering when tested in accordance with ASTM Designation: G 53. Lamps shall be UV-B (313 nm wave length). The testing cycle shall be 4 hours UV at 60°C, then 4 hours CON at 40°C.

After testing, the finished surface of the pole shall exhibit the following:

Fiber exposure:	None	
Crazing:	None	
Checking:	None	
Chalking:	Very slight	
Change in color:	May dull slightly	
Paint adhesion:	5A scale rating, per ASTM D3359,	
	Method A using Permacel 99 tape.	

**PACKAGING.-**-Each pole shall be spiral wrapped in its entirety with a weatherproof wrap for protection during shipping and storage.

**INSTALLATION.--**Installation and backfilling for direct burial poles shall be as provided for wood poles in Section 86-2.12, "Wood Poles," of the Standard Specifications.

#### 10-3.25 ANTENNA

The antenna shall be a center-loaded vertical whip type with loading coil.

The antenna shall be designed to be mounted on a fiberglass pole as shown on the plans. The length of the antenna shall be tuned for the selected frequency and shall not be less than 3.0 m and not more than 7.6 m. The top of the antenna shall extend 15 m above ground level.

The antenna shall be anodized aluminum with a tuning tip. The tip shall be adjustable for precise tuning and shall be made of stainless steel tubing.

The antenna shall be the weather resistant type and shall operate within a temperature range of -40°C. to 85°C. It shall withstand wind velocities of 129 km per hour without any discernible damage while remaining functional.

The maximum weight of the complete antenna including lower base, loading coil form, mid tip pipe and adjustable stainless steel tip shall not exceed 5.4 kg.

The lower base of the antenna shall be aluminum with gold anodized finish.

The loading coil shall be a continuous filament glass fabric and the coil shall be made of enameled close wound copper wire.

The antenna mounts shall be the "high impact thermoplastic split" type and shall provide 360 degree support to the antenna. All other mounting hardware shall be stainless steel or cadmium plated.

Attention is directed to the requirements for fiberglass highway advisory radio (HAR) pole, elsewhere in these special provisions.

#### 10-3.26 GROUND SYSTEM

The ground system shall be the ground plane type, as shown on the plans and described in these special provisions.

The ground system shall allow the maximum FCC field strength to be achieved on any frequency from 530 kHz to 1710 kHz with 10 watts or less of output power.

**Ground Plane.--**The ground plane shall be pre-assembled to form a circular wire grid which can be easily configured in the field to form either a minimum 3.0 m radius or maximum 9.0 m radius circle.

The ground plane shall consist of at least the equivalent of 380 m of No. 12 AWG bare solid copper wire and 4 m of No. 4 AWG bare stranded copper wire.

The number of radial elements shall be 120 for a 3.0 m average radius configuration, and 60 for a 6.0 m average radius configuration. The length of each radial shall be 3.12 m for a 3.0 m average radius configuration, and 6.3 m for a 6.0 m average radius configuration.

The radial elements shall be joined at the center using braze welding and covered with a weather resistant coating that will prevent corrosion.

The relative RF field strength produced when using the ground plane in a 6.0 m radius configuration at 1610 kHz shall be the equivalent of using thirty-one No. 12 AWG 18 m copper wire radials or twenty-four No. 12 AWG 30 m copper wire radials.

**Ground Plane Installation.--**The ground plane shall consist of an array of copper wire loops or extensions, forming a circular network, placed over a level excavated area with minimum depth of 610 mm, as shown on the plans.

The excavated surface shall be horizontal, within 460 mm, across the specified diameter. The graded surface shall be straight and uniform with variations not exceeding 75 mm. The wire loops shall be fanned out evenly around the excavation in a neat and orderly manner and centered about the foundation for the antenna support. The first 60 mm of backfill shall be placed with suitable care so that the wires will not be shifted or damaged during backfill operations. The backfill shall then be compacted to 90 percent, minimum, relative density and graded to its original line and the surface prepared and/or treated as described elsewhere in these special provisions.

The vertical antenna's axis shall be centered above the ground plane's center point. A No. 4 AWG bare stranded copper wire which extends from the ground rod shall be attached to the ground lug at the lightning arrestor inside the enclosure as shown on the plans.

**Delineators.**--Delineators shall be the Class I flexible post type and shall conform to the provisions in Section 82, "Markers and Delineators," of the Standard Specifications and these special provisions.

Delineators on flexible posts shall be as specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these special provisions. Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects which affect appearance or serviceability.

Reflective sheeting for flexible target plates shall be the reflective sheeting designated for channelizers, markers, and delineators specified in "Prequalified and Tested Signing and Delineation Materials," elsewhere in these special provisions.

Six flexible posts shall be installed at even spacing around the perimeter of the ground plane installation or as determined by the Engineer. Care shall be taken to not damage the ground plane conductor when installing the delineators.

Flexible posts shall extend a minimum of 610 mm and a maximum of 915 mm above the finished grade.

The message on the flexible posts shall be black text on orange reflective background, shall be located at the top of the post, and shall face outward from the center of the ground plane array. The message shall be:

# "WARNING - BEFORE DIGGING CALL CALTRANS, (916) 263-6945"

#### 10-3.27 HAR INSTALLATION

HAR equipment shall be installed at the location shown on the plans. The Contractor shall terminate the power conductors on the TBS terminal of the controller cabinet enclosure.

The installation shall be under the immediate supervision of a person holding a general class radio telephone operators license.

#### 10-3.28 SERVICE MANUALS

The Contractor shall provide 3 service manuals which will contain the following described sections.

Introduction.--Each manual shall contain a general information section which shall include the following items:

A list of applicable sub-assemblies that comprise the specified equipment.

Overall description of the equipment design features, performance, and applications.

Equipment specifications summary.

Equipment installation instructions, if applicable.

**Theory of Operation Section.-**-Each manual shall contain equipment theory of operation section which shall include the following items:

Theory of operation of the standard equipment, with unique or unusual circuitry described in detail.

Theory of operation reflecting any modifications to the standard equipment.

Maintenance Section.--Each manual shall contain an equipment maintenance section which shall include the following items:

Recommended test equipment and fixtures, or minimum operational and performance requirements for appropriate test equipment.

Troubleshooting information and charts.

Removal and installation procedures for replacing assemblies and subassemblies, if not obvious or if improper sequencing of steps may result in component damage.

**Replacement Parts Section.-**-Each manual shall contain an equipment replacement parts section which shall include a component parts list(s) including electrical parts, mechanical parts, and assemblies. All semiconductors shall be identified by the supplier's numbers and, as applicable, by JEDEC numbers.

**Diagram Section.**--Each manual shall contain an equipment diagram section which shall include the following items:

Schematic diagram(s) identifying all circuit components and showing normal test voltages and levels.

An overall functional block diagram.

Detailed interconnecting diagram(s) showing wiring between modules, circuit boards, and major components.

Pictorial circuit board layout diagram(s) showing both component placement and printed wiring detail.

Diagram(s) showing location of circuit boards and other subassemblies.

Exploded view diagram(s) of complex mechanical assemblies.

Physical Requirements.--Each manual shall conform to the following physical requirements:

All pages, including latest revisions, shall be securely fastened together between protective covers (loose-leaf ring binding is acceptable).

No page shall be subject to fading from exposure to any normal source of ambient lighting (ozalid reproduced pages are not acceptable).

The cover or first page shall be marked in any manner to show the Caltrans Contract number and advertising and bid opening dates.

#### 10-3.29 ARRESTOR ENCLOSURE

The arrestor enclosure shall be a NEMA Type 3R with hinged cover, as shown on the plans and shall have provisions for padlocking. An aluminum plate shall be installed vertically, facing the door, in the enclosure as shown on the plans. The Contractor shall terminate the ground conductor(s) with an aluminum-copper NEMA one and/or three bolt hold tongue. The ground conductor(s) and lightning arrestor shall be mounted on the aluminum plate.

#### 10-3.30 ANTENNA COAXIAL CABLE (ACC)

The ACC shall consist of an RG-8/U single foil single braid flexible coaxial cable with a solid bare copper center conductor, Cellular Polyethylene dielectric, 97 percent tinned copper braid, and 100 percent shield coverage and shall conform to the following requirements:

Electrical Characteristics		
Capacitance	26 pF/ft (nominal)	
Impedance	50 ohms (nominal)	
Velocity of propagation	78% (nominal)	
DC loop resistance	1.2 ohms per 300 m	
	(nominal) @ 20° C.	

Attenuation at 20° C.		
Frequency (MHz)	Nominal dB/30 m	
10.0	0.50	
50.0	1.2	
100.0	1.6	
200.0	2.4	

Physical Dimensions		
	Nominal O.D. (mm)	
Center conductor	3 mm	
Dielectric	7 mm	
Outer jacket	10 mm	

#### 10-3.31 ANTENNA FEEDING CABLE (AFC)

The AFC shall consist of a No. 12 AWG solid copper conductor. The AFC shall have a length necessary to connect the lighting arrestor and the antenna without causing stress to the cable and shall be terminated with a UHF plug and a reducing adapter as specified elsewhere in these special provisions.

After installing the AFC between the arrestor enclosure and the antenna, the Contractor shall seal the 38 mm nipple near the top of the fiberglass pole.

# 10-3.32 COAXIAL CABLE CONNECTORS (FOR TYPE ACC AND AFC)

Coaxial cable connectors for attaching Type ACC and AFC including the reducing adapter shall be UHF Standard and meet the following requirements:

Electrical Characteristics		
Impedance:	50 ohms (nominal)	
Frequency range:	0 - 300 MHz	
Voltage rating:	500 volts peak	

Mechanical		
Mating:	Standard size: 5/8- 24 threaded coupling. Push-on mates with any standard size threaded receptacle	
Method of attachment:	Clamp and Crimp.	
Composition:	Bodies- Brass or die cast zinc Contacts- brass, silver plated Insulators- TFC, copolymer of styrene, polystyrene, mica- filled phenolic and/or, PBT polyester or equal Plating- ASTRO plate and silver Other metal parts- Brass	

Environmental		
Temperature	-55 ° C to +165 ° C	
Moisture	Weather resistant design.	

# 10-3.33 SYSTEM TESTING

**Ground System Testing.--**The Contractor shall take certified measurements after the installation of the ground system.

The testing shall utilize an earth resistance meter and be conducted in accordance with IEEE Standard 3-point fall of

The testing shall utilize an earth resistance meter and be conducted in accordance with IEEE Standard 3-point fall of potential method.

The Contractor provide all test equipment, take and document resistivity measurements on the grounding system as specified elsewhere in these special provisions and submit them to the Engineer for approval.

**Cable Testing.--** The antenna coaxial cable (ACC) will be tested by the Engineer. Those cables found to have faults shall be replaced. The testing shall utilize a time domain reflectometer.

A fault in a length of cable is defined as any of the following:

- 1. A return loss measurement indicating that there is a short in the cable.
- 2. A return loss measurement indicating a cut or open circuit in the cable.
- 3. A visual inspection which reveals exposure or damage to the cable shielding.

**HAR Testing.-**-After all HAR equipment has been installed, the Contractor shall test the HAR. Minimum test equipment required for testing the HAR shall consist of:

- 1. Dummy load, 50 Ohms
- 2. Power meter

- 3. Communications monitor
- 4. Field strength meter

The Contractor shall tune the HAR with the impedance matching network of the coupling unit by adjusting the stainless steel tip of the antenna.

The HAR shall be considered tuned when the system's voltage standing-wave ratio (vswr) is at the lowest possible value as directed by the Engineer.

After the HAR has been tuned, the Contractor shall record and transmit a test message with the output power level of the transmitter set at approximate 10 watts or lower. Modulation shall be adjusted between 85 to 95 percent as specified by the FCC for the standard AM broadcast band.

The Contractor shall make actual on-the-air field strength measurements. A sufficient number of points shall be selected in order to determine the distance at which the attenuated field of 2 mV/m exists, as measured with a calibrated standard field strength meter. This may be done in a 5 to 8 radial directions facilitating a plot of a 2 mV/m at a distance of 1.5 km from the HAR antenna. If the measured field exceeds 2 mV/m at a distance of 1.5 km, the transmitter output power shall be decreased accordingly and if the measured field is less than 2 mV/m at the same distance then the power may be increased as directed by the Engineer.

At the completion of all HAR testing the Contractor shall submit a written report of all measurements to the Engineer for approval. The report shall include a map, with scale, showing a 2 mV/m contour based on the actual on-the-air field strength measurements. The VSWR, percent modulation and transmitter output power measurements shall be tabulated.

#### **10-3.34 PAYMENT**

Full compensation for hauling and stockpiling electrical materials shall be considered as included in the contract price paid for the item requiring the material to be salvaged and no additional compensation will be allowed therefor.

The contract lump sum price paid for roadside weather information system locations (1-7) and TMC shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in installing the RWIS complete in place, including tower foundation, slab reinforcing steel and block base, including furnishing manuals and instructions, technical training and coordinating one field trip for commissioning the RWIS, as shown on the plans, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

Full compensation for the equipment warranty and technical support shall be considered as included in the contract lump sum price paid for roadside weather information system and no additional compensation will be allowed therefor.

Full compensation for the changeable message sign (electrical support various locations) shall be considered as included in the contract lump sum price paid for the changeable message sign (electrical support Locations 1 and 3) and no additional compensation will be allowed therefor.

Full compensation for any trips by the Manufacturer/Supplier's representative prior to commissioning, which is necessitated by the Contractor's for complete and proper installation of RWIS equipment shall be considered as included in the contract lump sum price paid for the roadside weather information system location and no additional compensation will be allowed therefor.

The contract lump sum price paid for the highway advisory radio system shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in the installation of the highway advisory radio system, complete in place, including testing of the highway advisory radio system, the fiberglass pole and the grounding system, providing service manuals, and supplying and installing all delineators as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract lump sump price paid for extinguishable message sign for various locations shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation of EMS complete in place, including lamps, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract lump sump price paid for the LED changeable message sign (LED EMS) for various locations shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installation of the LED changeable message sign (LED EMS) complete in place, including the software and testing and as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

**GENERAL.**—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

**PERFORMANCE OF PREVIOUS CONTRACT.**—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

**NON-COLLUSION PROVISION.**—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

**PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.**—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if		

2. 3.	Ado Pho	the of joint venture
		Describe the role of the MBE firm in the joint venture.
b	b.	Describe very briefly the experience and business qualifications of each non-MBE joint venturer:
5.	Nat	ure of the joint venture's business
		vide a copy of the joint venture agreement.
		at is the claimed percentage of MBE ownership?
8.	Ow	nership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by

a. Profit and loss sharing.

question 6.).

- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

a. Financial decisions b. Management decisions, such as:  (1) Estimating (2). Marketing and sales (3). Hiring and firing of management personnel  (4) Purchasing of major items or supplies  c. Supervision of field operations  Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.  Affidavit  "The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venture relevant to the joint venture (personatives of the grantee or the Federal unformaging and provide to grantee or the Federal unformaging and the payment therefor and any proposed changes in any of the joint venture, or those of each joint venture, or those of each provident of the payment of the payment therefor and files of the joint venture, or those of each provident of the payment of the pay	9.	title	ntrol of and participation in this contract. Identify by name, es) who are responsible for day-to-day management and policies with prime responsibility for:		
b. Management decisions, such as:  (1) Estimating (2). Marketing and sales (3). Hiring and firing of management personnel (4) Purchasing of major items or supplies  c. Supervision of field operations  Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.  Affidavit  "The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture rearrangements and to permit the audit and examination of the books, records and files of the joint venture, or book of each joint venture relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."  Name Name  Name  Name  Name  Title		a.	Financial decisions		
(3). Hiring and firing of management personnel  (4) Purchasing of major items or supplies  c. Supervision of field operations  Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.  Affidavit  "The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venture in the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or the point venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."  Name Name  Name  Name  Title  Title			Management decisions, such as:		
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Signature  Name  Name  Title  Title	underta regardir arrange joint ve materia	king. ng ac ment nture l mis	Further, the undersigned covenant and agree to provide to go ctual joint venture work and the payment therefor and any its and to permit the audit and examination of the books, recover relevant to the joint venture, by authorized representatives of the serepresentation will be grounds for terminating any contract when	rantee current, complet y proposed changes in rds and files of the join of the grantee or the Fec	e and accurate information any of the joint venture t venture, or those of each deral funding agency. Any
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Date		
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County of		
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# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

#### I. GENERAL

- 1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- 4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2; Section IV, paragraphs 1, 2, 3, 4, and 7; Section V, paragraphs 1 and 2a through 2g.

- 5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
  - 6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
  - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
  - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

# II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- 1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or

other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

- 2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
- 3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
  - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
- 6. Training and Promotion:
- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
  - a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
- c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
  - a. The records kept by the contractor shall document the following:
    - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
    - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
    - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
  - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

# III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

- All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

#### 2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
  - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  - (2) the additional classification is utilized in the area by the construction industry;
  - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

#### 3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

# 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

- a. Apprentices:
  - (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
  - (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
  - (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
  - (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

#### b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

#### c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

# 5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

# 6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

# 7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which

he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

#### 8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

# 9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

#### V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

# 2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased

from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph
  - 2b of this Section V and that such information is correct and complete;
  - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
  - (3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
  - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
  - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- 2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

#### VII. SUBLETTING OR ASSIGNING THE CONTRACT

- The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a
  greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty
  items designated by the State. Specialty items may be performed by subcontract and the amount of any such
  specialty items performed may be deducted from the total original contract price before computing the amount of
  work required to be performed by the contractor's own organization (23 CFR 635).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
- The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### VIII. SAFETY: ACCIDENT PREVENTION

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the

following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

# Notice To All Personnel Engaged On Federal-Aid Highway Projects

# 18 U.S.C. 1020 READS AS FOLLOWS:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that \$10,000 or imprisoned not more than 5 years or both."

#### X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- 2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- 3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- 4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

# XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection Contract No. 03-385704

with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

# FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women (applies nationwide).....(percent) 6.9

The following are goals for minority utilization:

# CALIFORNIA ECONOMIC AREA

		Goal (Percent)
174	Redding, CA:	6.0
	Non-SMSA Counties  CA Losson CA Modes CA Phymos CA Shorter CA Sightyon CA Tahama	6.8
	CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama.	
175	Eureka, CA	
	Non-SMSA Counties	6.6
	CA Del Norte; CA Humboldt; CA Trinity.	
176	San Francisco-Oakland-San Jose, CA:	
	SMSA Counties:	
	7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey.	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo.	10.6
	7400 San Jose, CA CA Santa Clara.	19.6
	7485 Santa Cruz, CA.	14.9
	CA Santa Cruz.	14.9
	7500 Santa Rosa, CA	9.1
	CA Sonoma.	
	8720 Vallejo-Fairfield- Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties	23.2
	CA Lake; CA Mendocino; CA San Benito	
177	Sacramento, CA:	
	SMSA Counties:	
	6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo. Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA	14.5
	Sutter; CA Yuba.	
178	Stockton-Modesto, CA:	
	SMSA Counties:	
	5170 Modesto, CA	12.3
	CA Stanislaus.	
	8120 Stockton, CA	24.3
	CA San Joaquin.	
	Non-SMSA Counties	19.8
	CA Alpine: CA Amador: CA Calaveras: CA Mariposa: CA Merced: CA Tuolumne.	

		Goal (Percent)
179	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern.	
	2840 Fresno, CA	26.1
	CA Fresno.	
	Non-SMSA Counties	23.6
	CA Kings; CA Madera; CA Tulare.	
180	Los Angeles, CA:	
100	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange.	11.7
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles.	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura.	
	6780 Riverside-San Bernardino-Ontario, CA.	19.0
	CA Riverside; CA San Bernardino.	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara.	
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo.	
181	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA.	16.9
	CA San Diego.	
	Non-SMSA Counties	18.2
	CA Imperial.	

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

#### FEDERAL REQUIREMENT TRAINING SPECIAL PROVISIONS

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training to develop full journeymen in the types of trades or job classification involved.

The goal for the number of trainees or apprentices to be trained under the requirements of this special provision will be 4. In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees or apprentices are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of trainees or apprentices in each occupation shall be in their first year of apprenticeship or training.

The number of trainees or apprentices shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing work, the Contractor shall submit to the Department for approval the number of trainees or apprentices to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee or apprentice employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees or apprentices as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority and women trainees or apprentices (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees or apprentices) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee or apprentice in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by both the Department and the Federal Highway Administration. The Department and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the State of California, Department of Industrial Relations, Division of Apprenticeship Standards recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees or apprentices are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or apprentice or pays the trainee's or apprentice's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee or apprentice as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee or apprentice will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees or apprentices be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees or apprentices specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Only trainees or apprentices registered in a program approved by the State of California's State Administrator of Apprenticeship may be employed on the project and said trainees or apprentices shall be paid the standard wage specified under the regulations of the craft or trade at which they are employed.

The Contractor shall furnish the trainee or apprentice a copy of the program he will follow in providing the training. The Contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.